

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		INVITATION TO BID			Page 1 of 4					
BID NUMBER										
BID DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE						DATE			TIME	
COMPULSORY SITE INSPECTION		Y		N		DATE			TIME	
SITE INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?		Y		N		TERM DURATION				
CLOSING DATE						CLOSING TIME				
TENDER BOX LOCATION										

NOTES

THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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.	



Provincial Supply Chain Management

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TENDER DOCUMENTS CAN BE OBTAINED FROM: <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>
OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



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INVITATION TO BID

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.

By signing this form, you consent to your personal information to be processed by the Gauteng Department of Health and consent is effective immediately and will remain effective until such consent is withdrawn.

APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF BIDS

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Health's (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (INSERT FULL NAME AND SURNAME) with Identity Number _____, in my personal capacity or acting on behalf of _____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1;
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

10. With my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



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INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	POINT SYSTEM	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

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 1 in the enterprise, employed by the state?

YES		NO	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State Institution

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		NO	
-----	--	----	--

2.2.1 If so, furnish particulars:

--

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES		NO	
-----	--	----	--

2.3.1 If so, furnish particulars:

--

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 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.

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

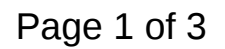
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	BIDDER'S DISCLOSURE	Page: 3 of 3

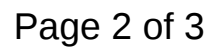
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of 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 the Bidder	





2024/11



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

Company Name	Date Established
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

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GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
CMPR:	Curved Multi Planar Reconstruction
DICOM:	Digital Imaging and Communication in Medicine
DSV:	Diameter Spherical Volume
GCC:	General Conditions of Contract
GDoH:	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
HIS:	Hospital Information System
MINIP:	Maximum and Minimum Intensity Projections
MPR:	Multi Planar Reconstruction
MRI:	Magnetic Resonance Imaging
PACS:	Picture Archiving and Communication System
PCB:	Printed Circuit Board
POPIA:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
RFP:	Request for Proposal
RIS:	Radiology Information System
ROI:	Region of interest
SABS:	South African Bureau of Standards
SAHPRA:	South African Health Product Regulatory Authority
SANAS:	South African National Accreditation System
SANS:	South African National Standards
SCC:	Special Conditions of Contract
UPS:	Uninterruptible Power Supply
VAT:	Value- Added Tax
VRMS:	Volume Root-Mean Square



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

1. COPYRIGHT

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorised personnel stipulated by the GDoH and the normal GDoH document control procedures are followed.

2. THE PURPOSE

The purpose of this tender is to appoint a service provider/s for the supply, delivery, installation, commissioning and maintenance of general and specialised radiography imaging equipment at various Gauteng Health Institutions for a period of three years.

3. THE BACKGROUND

The Gauteng Department of Health's Radiography and Radiology departments have the mandate to provide imaging and therapeutic services to all patients referred to their departments. Various institutions of Gauteng Department of Health perform invasive and non-invasive Radiography procedures. These procedures require use of a wide range of specialised Radiography and Radiology imaging equipment. Some equipment will require replacement as they are nearing end of life. The tender will include all items that are used in various Radiography Imaging Departments.

4. LEGISLATIVE AND REGULATORY FRAMEWORK

4.1. The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subjected to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1 of 1999. The general conditions are available on the National Treasury website (www.treasury.gov.za).

4.2. The Special Conditions of Contract (SCC):

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

4.3. Applicable legal prescripts:

- a. The Constitution of the Republic of South Africa, Section 217, Act 108 of 1996
- b. Broad-Based Black Economic Empowerment Act 53 of 2003
- c. Public Finance Management Act 1 of 1999
- d. Preferential Procurement Policy Framework Act 5 of 2000
- e. Preferential Procurement Regulations, 2022
- f. Open Tender Framework, 2019



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- g. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- h. Protection of Information Act 84 of 1982
- i. Promotion of Access to Information Act 2 of 2000
- j. Promotion of Administrative Justice Act 3 of 2000
- k. Occupational Health and Safety Act 85 of 1993
- l. Hazardous Substance Act 15 of 1973
- m. National Health Act 61 of 2003
- n. Health Professions Act 56 of 1974
- o. Protection of Personal Information Act 4 of 2013

4.4. Applicable National Quality Standards

Products supplied to the Gauteng Department of Health must conform to the quality standards and international device regulations. The bidders must submit the following certification together with the bid document:

- a. Certificate of compliance to quality management systems for medical devices:
This is required to certify that the material / product offered, complies with quality management systems: ISO 13485:2016.
- b. Certification:
The system must comply with the acceptable international electrical safety standard IEC-60601/60601-1 for medical equipment.
- c. All products supplied to Gauteng Department of Health must be approved and licenced by South African Health Product Regulatory Authority (SAHPRA) and/or Radiation Control Directorate.

5. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file / envelop in the format, as per Table 1 below.

TABLE 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	Section 1: Technical Proposal of the tender All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Product information documents must be attached (e.g. catalogues, operating manuals and instruction leaflets), in English language. 1. SBD 01: Invitation to Bid 2. SBD 4: Bidder's Disclosure



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	3. Authorization letter/ CIPC/Shareholder certificate If a bidder signs the SBD forms as the owner of the company, bidder must submit proof of ownership (CIPC/Shareholder certificate) or a signed authorization letter on the letter head authorizing the delegate to sign on behalf of the company. 4. South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate. A valid copy of the Licence/certificate of compliance as proof of registration with National Department of Health / South African Health Product Regulatory Authority (SAHPRA) Radiation Control Directorate that the bidder is the supplier of medical electronic devices NB: The department reserves a right to verify validity of the SAHPRA licence/certificate submitted. Should it be discovered that the information submitted is misrepresented or misleading, the bid will be disqualified. 5. Product Brochure and Technical Data Sheets: Bidders must submit the fully comprehensive product brochures of the technical data sheets that includes the technical specifications of the items tendered for with the bid documents. Bidders that do not submit, will be disqualified. 6. Valid commitment letter: If the bidder is a manufacturer (not sourcing products from another company), a commitment letter stating that products will be produced and distributed from own facility should be attached (Letter must be signed) or If the bidder is not the original product manufacturer, a valid copy of the commitment letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be submitted with the bid documents (Letter must be signed). 7. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing. 8. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). 9. Integrity Pact for Businesses Bidder to sign and submit an Integrity Pact for Businesses together with bid documents.
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Part 2	The following are to be submitted with the bid documents for functionality evaluation: 1. Bidders to provide testimonial letters on the client's official letterhead, signed and dated from the public or private sector where product(s) were/are used. The letter should have the contact details of the client who uses medical equipment. 2. Bidder to provide signed and dated previous contractual proof / agreement / award letter/s indicating the description and the period as evidence of years of experience in supplying medical equipment.
Part 3	Section 2: Financial Proposal of the tender. Bidders are required to complete and submit all documents listed in this section with the bid document. The price schedule document, referred to as Annexure B, must be submitted in both hard copy and electronic copy in excel format (not PDF) which must be captured and saved on a memory stick. 1. SBD 3.2: Non-firm prices 2. Annexure B: Price schedule (total cost of ownership model for each item) 3. SBD 6.1: Preference Points Claim Form. 4. CSD/BEE/CIPC and registration documents. 5. Bidder must submit certified copy of a valid lease agreement, signed by both parties or a municipal bill not older than three months.

6. THE PRODUCT SPECIFICATIONS

Bidders must refer to the attached Annexure-A, the tender specification for the supply, delivery, installation, commissioning and maintenance of general and specialised radiography imaging equipment at various Gauteng Health institutions for a period of three years.

The tender specifications in **MS Excel** format that is attached as **Annexure-A** must be completed and submitted in its original format.

7. EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations of 2022, GDoH Preferential Procurement Policy and the SCM policy in two stages:

Stage 1: Desktop evaluation

Stage 1A: Mandatory Administrative Compliance Evaluation

Stage 1B: Functionality evaluation

Stage 1C: Technical Evaluation



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Stage 2: Price and Preference Points Evaluation

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals.

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

Bidders will be evaluated for the mandatory administrative compliance evaluation. All bids received will be subjected to a mandatory administrative compliance in line with the below requirements. Bidders that fail to comply with the mandatory criteria will be disqualified.

TABLE 2: Mandatory requirements

Item No:	Description
1.	Duly completed and signed SBD 1: Invitation to Bid
2.	Duly completed and signed SBD 4: Bidder's Disclosure
3.	Annexure-B Pricing Schedule
4.	A valid copy of the Licence/certificate of compliance as proof of registration with National Department of Health / South African Health Product Regulatory Authority (SAHPRA) Radiation Control Directorate that the bidder is the supplier of medical electronic devices. NB: The department reserves a right to verify validity of the SAHPRA licence/certificate submitted. Should it be discovered that the information submitted is misrepresented or misleading, the bid will be disqualified.
5.	Submission of a valid signed Joint venture agreement or consortia agreement in case of joint venture/consortium. Only applicable to joint ventures.
6.	Product Brochure and Technical Data Sheets: Bidders must submit fully comprehensive copy of product brochures from the Original Equipment Manufacturer (OEM) or from the bidding company including a copy of the technical data sheets that has the technical specifications of the items tendered together with the bid documents.
7.	Valid Commitment letter: If the bidder is a manufacturer (not sourcing products from another company), a commitment letter on the letterhead stating that products will be produced and distributed from own facility should be attached (the letter must be signed); or If the bidder is not the original product manufacturer, a commitment letter on the letterhead of original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be submitted with the bid documents (the letter must be signed).



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If a bidder does not meet all the requirements as stated above, the bid will be disqualified.

STAGE 1B: FUNCTIONALITY EVALUATION RESPONSIVENESS

Only bidders who have complied with mandatory requirements, (Stage 1A) will be evaluated for functionality. During this phase bidders' responses will be evaluated for functionality based on achieving a minimum threshold point of 30 out of total points of 60 for functionality. Bidders who fail to achieve the minimum threshold will be disqualified.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on their submission and information provided against the following criteria:

Note: Bidders must, as part of the bid documents, submit supporting documents for all functional requirements, as indicated here under.

Table 3: Functionality Evaluation

No.	Criteria	Description	Scoring	Weight
1	Track Record	Bidders to provide testimonial letters on the client's official letterhead, signed and dated from the public or private sector where product(s) were/are used. The letter should have the contact details of the client who uses medical equipment.	Submitted evidence will be scored as follows: a. 3 letters or more letters = 30 points b. 2 letters = 20 points c. 1 letter = 15 points d. No letter submitted = 0 points	30
2	Company Experience	Bidder to provide signed and dated previous contractual proof / agreement / award letter/s indicating the description and the period as evidence of years of experience in supplying medical equipment.	Submitted evidence will be scored as follows: a. 3 years = 30 points b. 2 years = 20 points c. 1 year = 15 points d. Less than a year and No proof = 0 point	30
Total Points:				60
Threshold Points				30

If a bidder does not meet the minimum threshold as stated above the bid will be disqualified and not considered for further evaluation.



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STAGE 1C: TECHNICAL EVALUATION

Only bidders who have complied with the functionality Evaluation **Stage 1B** will be evaluated for the Technical Evaluation.

Bidders must observe and refer to the tender specifications, namely; the supply, delivery, installation, commissioning and maintenance of general and specialised radiography imaging equipment at various Gauteng Health institutions for a period of three years. **Bidders may bid for one or all the listed items. See attached Annexure A.**

- a. The Product Specification in **MS Excel** format that is attached (Annexure-A) must be completed and submitted in its original format.
- b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- c. The scoring of the bids:
 - i. Each specification will have a weight of 1, or 2, which indicates the level of importance, as follows:
 - ii. A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with.
 - iii. A specification (line item) with a 1 weight is a specification with a standard level of importance.
- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item on column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column relevant column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. For each line item, bidders must provide a reference to the corresponding brochure/technical data sheet or any other supporting documentation. Bidder to indicate the exact page number where the specification can be found in Column G of Annexure A.
- g. Bidders must score a minimum threshold out of the total points to qualify for the next stage of evaluation. Refer to annexure A for minimum threshold per item.

If a bidder does not meet the required minimum threshold, the bid will be disqualified. (Bidders must refer to Annexure-A).



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STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals.

To claim points for price and specific goals, bidders are referred to:

SBD 3.2: Non-Firm Prices claims

Annexure-B for pricing schedule and

SBD 6.1 for Price and Specific Goals Preference Point claim

Price and preference point allocation will be distributed as follows:

TABLE 4: Preference point allocation

PREFERENCE POINTS AND SPECIFIC GOAL SYSTEM	POINTS
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
TOTAL POINTS	100

TABLE 5. The maximum points for specific goals are as follows:

PRICE AND SPECIFIC GOAL REQUIREMENTS	DOCUMENTARY PROOF REQUIRED	POINTS FOR 90/10	POINTS FOR 80/20
Enterprise which are 51% owned by previously Disadvantaged individuals	CSD/BEE/CIPC and registration documents	5	10
Promotion of enterprises located in Gauteng Province for work to be done or services to be rendered at Gauteng Province.	Bidder must submit certified copy of a valid lease agreement, signed by both parties or a municipal bill not older than three months. NB: The lease agreement must be valid at the advert closing date.	5	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS		100	100

Failure by the bidder not to submit documentation proof required in terms of this tender as stated in Table 5, bidder will forfeit preference points for specific goals



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8. GENERAL AND SAFETY CONDITIONS

8.1. Licenses

8.1.1. All electro-medical devices must be approved and licensed by the Radiation Control Directorate / SAHPRA. The successful bidders must -

- a) Submit a valid copy of the SAHPRA license.
- b) Grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to the equipment offered, such as PACS or RIS.
- c) Grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to the replacement (loan) equipment, new software (for example PACS / RIS / HIS)
- d) Submit the installation and user license application form (RC Dealer Form) of the equipment to Radiation Control Directorate.
- e) The import / product licence must be registered under the bidders' name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Authorisation must be obtained from the OEM.
- f) State all the same or other similar products installed and the reference sites where such equipment is currently in operation in RSA or elsewhere.

8.2. Acceptance Tests

The successful bidder:

- a) Must perform the Acceptance Tests within seven (7) days after installation.
- b) Must submit the acceptance test results to Radiation Control Directorate / SAHPRA to obtain approval for functionality/clinical use of the unit by the user within fourteen (14) days after performing the acceptance tests.

8.3. Building alterations and installation

8.3.1. The bidder is expected:

- a) To quote for all building alterations, where applicable.
- b) Inspect the site in order to quote for any building alterations that need to be made to accommodate the equipment tendered for. A building plan should be presented to the GDoH infrastructure management unit at Head Office who will in turn obtain the necessary approvals prior to commencement of actual work.
- c) **Any building alteration works rates will be negotiated with the client (end-user) before the creation of the purchase order. Such rates must be market related and be in-line with the current market rates at the time of quotation request.**
- d) Provide all the building alteration in accordance with the approved specifications by GDoH infrastructure management (air conditioning, electrical, mechanical and plumbing alterations and upgrades).
- e) Should there be existing equipment in the X-Ray room, the successful bidder must in consultation with the Asset Management Unit at the Health institution, remove it for official disposal in line with stipulated Radiation Control Directorate. Please note that the existing equipment remains the property of the Gauteng Department of Health until the disposal process is completed.
- f) The successful bidder must provide room alteration, equipment and electrical drawings layout in brochure form and electronic format.



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8.3.2. Specify the following on the quotation for building alterations:

- a) Construction alterations.
- b) Air conditioning, where applicable (specify), as follows:
 - i) Include any air conditioning that is considered necessary for optimal functioning of the unit (This require more than one air conditioner).
 - ii) All air conditioners must be covered for the duration of the warranty and maintenance period of the contract.
 - iii) The air conditioner size must be adequate for ventilation for the equipment.
- c) Mechanical and plumbing alterations, where applicable (must be specified).
- d) Include any other related work (installation of cabinets and other related works).

8.3.3. Complete the following within 6-12 weeks after receiving purchase order:

- a) The delivery of the equipment to the institution.
- b) The finalization of the building alterations.
- c) Communicate the time required for installation and commissioning from the date of delivery of the equipment to the institution.
- d) Conduct a pre-installation survey and notify the health institution with recommendations of any gaps affecting the installation of the equipment.
- e) Communicate the total time required from the placement of the order to the commissioning of the equipment.
- f) Communicate any delays in the installation in writing to the relevant institution and there should be an agreement in writing.
- g) Ensure availability of staff for consultation and to attend installation planning meetings throughout the entire installation process of the system.

8.3.4. Electrical power supply:

8.3.4.1. The successful bidder must -

- a) Verify that adequate electrical power supply is available for the optimal functionality of the equipment.
- b) If electrical power supply is found to not be adequate, then an upgrade that meets our Certificate of Compliance must be provided by the bidder.
- c) The equipment tendered for must not overload and trip the Hospital power in the area where it is installed.
- d) The mains cable of the unit tendered for must be SABS color coded.
- e) The plugs must be surge protected.
- f) Provide UPS systems and battery replacement to support all electrical hardware covered in the warranty and maintenance period.

8.4. Radiation Protection

8.4.1. The successful bidder must -

- a) All items procured must be provided with relevant Quality Control Test Tools (Phantom, copper plates, cylinder and other related tools) for basic testing of the applicable systems (where required).
- b) Radiation protection shielding to be done in accordance with SAHPRA regulatory standards.
- c) A hard copy as well as an electronic soft copy of the Operator Manual and Quality Assurance Manual must be provided.



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- d) Quality Assurance training must be given on request for the duration of the warranty and maintenance to the radiographers in addition to applications training at no additional cost.
- e) A retake/reject/repeat analysis software package must be included in the tender price. This advanced software must be able to analyse and provide calculations automatically and provide the results as a percentage.
- f) The retake/reject/repeat analysis software package must be able to generate analysis for each individual user as per login name.
- g) The equipment must have security measures. Each user must be assigned the username and password.

8.5. Technology

- a) No product or part thereof shall be second hand or refurbished (as per Radiation Control Directorate / SAHPRA registration).
- b) The bidder must be able to upgrade and update the software at no cost during the contract and maintenance period.
- c) The offered product must comprise of the latest technology. The technology and the date of initial manufacture of the technology range must be stated.

8.6. Manuals and documentation

8.6.1. The bidders must submit a hard copy or an electronic copy of all the brochures that includes the brand and complete technical specification as follows:

- a) The brochures with brand name and technical specification.
- b) The marketing brochure as well as the technical product data sheets.

8.6.2. The successful bidders must submit the following manuals as electronic copies in English.

- a) User manuals.
- b) The service / repair.
- c) Quality assurance manuals.
- d) Logbook with instructions for daily, weekly, monthly and quarterly maintenance checklists.

8.7. Warranty and Maintenance Plan

8.7.1. Bidders must supply a three-year warranty as follows:

- a) The warranty must include all materials used and all workmanship.
- b) Spares and traveling time cost to be included in the warranty. Spares should be available within two to five working days.
- c) Software changes to the equipment that are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life span of the equipment.
- d) The three -year warranty plan must also include all scheduled services, quality checks and quality assurance requirements (including Annual QA-tests by SANAS accredited inspection bodies) and also all required calibrations must be performed during normal working hours, from 08h00 to 17h00 during weekdays or as per arrangement.



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- e) The three-year warranty must be provided for all the equipment in the tender document.
 - f) The three-year warranty will commence after formal acceptance and handover of the equipment.
 - g) The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services - HOD of Radiography / Radiology / Medical Physicist before commissioning the equipment at the respective hospital / institution.
- 8.7.2. The equipment will only be accepted after the commissioning and approval for Medical Use by Radiation Control Directorate / SAHPRA.
- 8.7.3. If movable equipment is taken away to the service and repair facility for repair and maintenance during the warranty and maintenance periods, a loan set must be supplied for use by the institution, where applicable.
- 8.7.4. If the equipment supplied cannot be repaired during the warranty period, it must be replaced and the institution be furnished with new equipment at no cost.
- 8.7.5. All radiation protective infrastructure items (lead-lined doors, lead-lined windows/glasses for control consoles and entrance doors to procedure rooms) must be covered for the duration of the warranty.
- 8.7.6. All air conditioners must be covered for the duration of the warranty and maintenance period of the contract.
- 8.7.7. Anti-Virus software to be installed (and auto-updateable). All updates must be included in the warranty cover.
- 8.7.8. The up-time of the unit must comply as follows:
- a) A callout and backup service for urgent service requests or repairs must be available daily for 24 hours, seven days a week and be included in the warranty. The response time must be within two hours.
 - b) Up-Time is defined as follows: 24/7; i.e. 365 days times 24 hours = 8760 Hours. A down time of 2% relates to 175 hours per annum.
 - c) The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period.
 - d) A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up-time is less than 98%.
- 8.7.9. The seven-year maintenance, service and repair contract will commence as follows:**
- a) The seven-year maintenance, service and repair contract will commence after the three-year warranty period has expired.
 - b) This contract will cover, but not be limited to the following: labour, travelling, accommodation, service and maintenance.
 - c) Specify the total cost per year and the cumulative cost for the seven-year all-inclusive service contract.
 - d) The contract must cover, but not be limited to the following: All parts (including, where appropriate, X-Ray tubes).



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- e) All software upgrades and updates must be included in the seven-year maintenance plan at no extra costs.
- f) A Technical Report outlining the functional status of each unit must be submitted to the Head of the Department on an annual basis. (Not to be confused with Annual QA Test Results issued by the Inspection Bodies)
- g) For each and every repair, service and maintenance and all other services (upgrades, updates, etc.) a job card must be completed and submitted to the HOD/Manager of the department.
- h) The lifespan and end of support date of the equipment offered must be indicated.
- i) Spare parts must be guaranteed available for the specified lifespan of the equipment, with a minimum of ten years.
- j) All air conditioners must be covered for the duration of the warranty and maintenance period of the contract.
- k) Maintenance must include the provision and replacement of all necessary parts for the lead-lined door, lead-lined windows/glasses for control consoles, including but not limited to, the sliding mechanism, rollers, seals, and lead shielding, at no additional cost during the warranty and SLA periods.
- l) Anti-Virus software to be installed (and auto updateable). All updates must be included to the maintenance cover.

8.8.1. The up-time of the unit must comply as follows:

- a) A callout and backup service for urgent service requests or repairs must be available daily for 24 hours, seven days a week and be included in the maintenance plan. The response time must be within two hours.
- b) Up-Time is defined as follows: 24/7; i.e. 365 days times 24 hours = 8760 Hours. A down time of 2% relates to 175 hours per annum.
- c) The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period.
- d) A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up-time is less than 98%.

8.8. Commissioning of the equipment

The equipment and accessories ordered shall be delivered, installed, tested and commissioned at the expense of the bidders prior to acceptance. In the event the room is not ready for installations the bidder must store the equipment for a period up to three months at no extra cost.

8.9. Decommissioning of Existing Equipment (where applicable)

The successful bidder will be required to decommission the existing equipment, dispose the X-ray tube and generator in accordance with SAHPRA regulations and rig-out the existing magnet. Hand over the old equipment to asset management unit of the procuring institution where applicable.



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8.10. User and Technical Training

- a) Upon commissioning the system, the application specialist must be immediately available to provide the training of staff. On-site training on new equipment to be included in the price.
- b) Two weeks training to be provided for General X-Ray equipment. A full 30 working day training must be provided for specialized equipment at no extra cost (to be arranged on end-user's preference).
- c) Necessary training for three days for Clinical Engineers, Medical Physicist and ICT specialists must be provided at no extra cost.
- d) The application specialist must provide repetitive and refresher training for one day every six months for the duration of the warranty and maintenance, as requested by the users in order to demonstrate and train all staff on all aspects of the equipment.
- e) Quality Control training for three days must be provided by the supplier's technician which is mandatory for the duration of the warranty and maintenance, as requested by the users and must be included in the tender price (not included in other training).
- f) All other further training must be available on request.

9. PAYMENT TERMS

Section 38(1) (f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

10. THE CONDITIONS OF THE BID AWARD

- a) The Gauteng Department of Health reserves the right to award or not to award the tender.
- b) The successful bidder must be tax compliant at the awarding of the tender.
- c) Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
- d) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- e) The Gauteng Department of Health reserves the right to make multiple bid award and award the same product to more than one bidder to address product availability and compatibility.
- f) The successful bidder will be required to submit valid copy/s of competency certificates of each technician/s employed by the bidder relevant to the equipment offered on the installation, commissioning, calibration and maintenance of the item/s tendered for.

11. TRAVEL

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder during the bidding process.



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12. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

13. FRONTING

- a) The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b) The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c) Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d) Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

14. CONTRACT PERIOD

The contract shall be for a period of three (3) years.

15. VALIDITY PERIOD

The validity period for this tender shall be for a period of hundred and twenty days (120) days.

16. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

- a) Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within seven days) of relevant details.
- b) The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- c) Contracted supplier must inform the Department of Health within seven days of any changes of address, name or banking details.



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17. CESSION

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organization without the prior written approval of the other party.

18. THIRD PARTIES

- a) Participating institutions will not make a payment to or consult regarding orders with a third party.
- b) No third party is entitled to put an account on hold.

19. APPLICATION OF THE PRICE ADJUSTMENT

- a. The successful supplier shall submit an application in writing and supported by documentary proof to GDOH within 30 days of any Price Adjustment.
- b. GDOH suggests an initial fixed period of at least six (6) months from the effective date of any agreement, which may be awarded as a result of this Tender document.
- c. GDOH suggests annual adjustments, after the initial fixed price period. Longer periods between price adjustments will be considered even more favorable.

20. COMPLETING OF PRICING SCHEDULE (ANNEXURE B)

20.1. The bidders must complete the Price Schedule as follows:

- a) The Annexure-B Price schedule (Goods) must be submitted, with the bid documents in a hard copy and electronic excel format (not PDF) which must be captured and saved on a memory stick.
 - i) Hard Copy Format:
The hard copy must be written clearly and legibly.
 - ii) Soft Copy Format:
The electronically (soft copy) must be submitted on a memory stick to the Gauteng Department of Health 45 commissioner street, ground floor, next to wellness clinic, the memory stick must be clearly marked with the Company Name and tender number.
- b) The Price Schedule in MS Excel format that is attached must be completed in order to submit it in original.
- c) The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a memory stick and the hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.
- d) Each original bid must be submitted in a separate, sealed envelope/arch lever file with the memory stick to Gauteng Department of Health, 45 commissioner street, ground floor, next to wellness clinic, Johannesburg before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope/arch file.



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e) Tender Price:

The tender price must be clearly broken down into all the items that are included and the prices per item. All bidders must indicate whether an optional item in a brochure is required to meet the specification and if it is included in the tender price. The breakdown of the prices also assists if part payments have to be made.

f) The following prices must be submitted and indicated separately:

- i) A detailed quotation that indicates what items is included and showing the breakdown of prices.
- ii) The three-year warranty must be included in the unit price of the equipment.
- iii) The purchase pricing schedule must be completed in full.
- iv) The tender price must specify the standard items included in the equipment offered as well as the optional items not included.

g) The bidder must clearly distinguish the cost of the standard and the optional items (such as accessories) in the pricing schedule, as follows.

- i) The price of the unit.
- ii) Optional items separately.
- iii) The warranty of three years. Details must be stated.
- iv) The maintenance plan of seven years. Details must be stated.

21. ENQUIRIES

Technical enquiries: Ms. Portia Mogomotsi: E-mail: Portia.Mogomotsi@gauteng.gov.za Tshilidzi.Shandukani@gauteng.gov.za	Administrative enquiries: Acquisition Management: E-mail: Jeffrey.Mafumo@gauteng.gov.za Masoto.Malele@gauteng.gov.za
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NB: Request for clarification of the tender documents can be made at any point from the day the advert is issued, and up until (5) working days before the closing day and time stated in the tender advert.

GT/GDH/020/2026 THE SUPPLY,DELIVERY,INSTALLATION,COMMISSIONING,AND
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 YEARS

No:	LIST OF ITEMS	BIDDER TO SELECT PREFERED CHOICE OF ITEM/S
1	MULTI SLOT CR READER	
2	FIXED FLUOROSCOPY SCREENING UNIT WITH C-ARM AND FLAT PANEL DETECTOR (FPD)	
3	REMOTE CONTROL TABLE FLUOROSCOPY SCREENING UNIT WITH FLAT PANEL DETECTOR (FPD)	
4	DIGITAL FLAT PANEL	
5	PANELIPSE/PANOREX	
6	CT SCANNER 128 SLICE	
7	CT SCANNER 256 SLICE	
8	MRI 1,5T	
9	MRI 3T	
10	ONE SHOT SCOLIOSIS IMAGING	



ANNEXURE A: TENDER SPECIFICATION

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS
Note:

- a. The Product Specification listed below must be completed and submitted in its original format
- b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- c. The scoring of the bids:
- i. Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:
 - A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with.
 - A specification (line item) with a 1 weight is a specification with a standard level of importance.
- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 32 out of 39 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item no. 1	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
	Multi Slot CR Reader					
A	Multi Slot CR System					
A.1	A computerised radiography unit using storage phosphor screens/IP and a reader must be offered. It must be the latest model of a Multislot CR System with multiple IP feed . Details of system, including the material used as phosphor must stated.	2				
A.2	A UPS (in series connection to main power supply) / online (uninterruptable power supply unit) suitable for the workstation, must be included in the tender price. Technical data sheets for the UPS must be provided in supporting documents.	2				
A.3	Online UPS 3kVA or higher	1				
A.4	It must be possible to enter patient data manually for emergencies or when the network is down. Details of available softwares emergency functionalities must be stated in supporting documents.	2				
A.5	The cassette throughput per hour for 35cm x 43cm, must be 60 or more imaging plates per hour.	1				
A.6	The IP Feed / Load time in seconds for 35cm x43cm imaging plate must not be more than 60 seconds. The IP Feed / Load time is stated.	1				
A.7	The unit must have two or more IP Feed slots. A two or more cassettes stacker multislot machine must be provided.	2				
A.8	The full image preview on the system must not be more than 60 seconds. Full image preview time-frame is stated.	2				
A.9	The image resolution mode/pixel pitch must not be more than 100 micron. The available image resolution modes pixel pitch on the system must be stated in supporting documents.	1				
A.10	Grayscale resolution: (a) A minimum of 14 bits per pixel acquisition and (b)A minimum of 12 bits per pixel display must be possible. Details are stated in supporting documents.	1				
A.11	The workstation must have a 19 inch flat-panel monitor (or bigger/better), touch screen, full colour monitor for data input, image control and system control, keyboard and a mouse must be provided.	1				
A.12	The system must be able to perform image post-processing functionalities.	1				
A.13	DICOM 3.0 Compatible: print class, storage SCU, worklist management and transfer of images from CR to Laser Printer, CD/DVD, USB, Storage Hard Drive, PACS/RIS. Image viewer must be fully DICOM compatible, External storage Hard-drive fully DICOM compatible.	2				
A.14	The configuration between the processed images on the CR System and images to the receivers of these images, such as PACS, Laser Printer and CD/DVD/USB, must be properly calibrated or licence activated during software upgrades of all systems in the image processing and image transfer chain.	1				
A.15	The system must have a configureable auto delete function.	1				
A.16	The system must be able to store 2000 images on the system before auto-deletion occurs. The system must alert the end-user of the remaining storage space before auto-deletion occurs.	2				
A.17	Maximum storage capacity must be stated in GB and according to maximum number of image storage capability.	1				

A	B	C	D	E	F	G
Item no. 1	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
	Multi Slot CR Reader					
A.18	The following CR cassettes and Imaging Plates(IP) for the system must be provided (to be included in the pricing schedule):					
A18.1	35cm x 43cm standard resolution x 10	2				
A18.2	35cm x 35cm standard resolution x 4	2				
A18.3	24cm x 30cm standard resolution x 10	2				
A18.4	18cm x 24cm standard resolution x 4	2				
A18.5	The CR reader must have brake locking castors/wheels.	2				
A18.6	The system must have an audible alarm / illuminating light sensor to alert for cassette removal.	1				
A18.7	The system must have an internal barcode reader for image plate identification to identify faulty imaging plates.	2				
A18.8	The system must be capable of multiformat printing.	1				
B	Optional Items:					
B.1	A cabinet for the storage of imaging plates must be included in the offer as optional.	1				
Total score		39				
minimum threshold		32				



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Note:

- a. The Product Specification listed below must be completed and submitted in its original format
- b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- c. The scoring of the bids:
- Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:
 - A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with.
 - A specification (line item) with a 1 weight is a specification with a standard level of importance.
- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 68 out of 86 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item no. 2	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any
	FIXED FLUOROSCOPY SCREENING UNIT WITH C-ARM AND FLAT PANEL DETECTOR (FPD)					
A	X-Ray Generator					
A.1	Micro-processor controlled high frequency generator with nominal rating: equal to or above 80kW.	2				
A.2	Online UPS 160kVA or higher	1				
A.3	Shortest exposure time must be 1msec.	2				
A.4	State the tube current at 150kV.	1				
A.5	Fluoroscopic programmed and general radiography must be possible for all protocols. Details must be stated in supporting documents.	1				
A.6	Auto-setting of all parameters of at least 20 different examinations must be possible.	2				
A.7	Pulsed fluoroscopy for dose reduction must be available. Details of available Pulse rates (in pulses per second) settings must be stated in supporting documents provided.	2				
A.8	Self-check of all generator functions must be included.	1				
A.9	An integrated computerized operator console must be included.	2				
A.10	The X-Ray generator and table system must have AEC (Automatic Exposure Control) built into the system.	2				
A.11	The X-Ray generator must be delivered with a set of matching high tension cables at installation.	1				
A.12	The X-Ray generator and X-Ray tube unit must have a rapid starter unit ensuring anode rotation of at least 8000 rpm.	1				
A.13	Details of available radiation reduction software programs and hardware techniques must be provided in supporting documents.	1				

A.14	An automatic collimator with full field and laser line centering light must be available for the positioning of the patient with full control from the remote table side control and the control room console.	2				
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B	X-Ray Tubes					
B.1	X-Ray tube must be supplied synchronized with fixed detector in the table and connected by a C-arm configuration.	2				
B.2	Dual (1.2 mm and 0.6 mm) focus with ratings compatible with the offered generator must be supplied.	2				
B.3	Anode material to be tungsten compound with a minimum anode heat storage capacity of at least 600kHU. State anode heat dissipation kHU/min in the supporting documents.	2				
B.4	X-Ray tube must have a cooling method. A built-in display screen showing heat status must be provided. Details must be stated in supporting documents provided.	1				
B.5	Details of inherent and added filtration must be stated in supporting documents.	1				
C	Remote Controlled Table					
C.1	Remote controlled table with synchronized flat panel digital detector must be provided.	2				
C.2	Motorized table angulation: +90° to -25. Details must be stated in supporting documents.	1				
C.3	Maximum patient weight limit must be 200kg or more.	2				
C.4	The table top must be able to move vertically (up and down) for easy patient transfer. The table must have a lockable and adjustable footrest.	1				
C.5	Table top and mattress provided must be radiolucent. Table top dimensions must be stated	1				
C.6	Table and tube movement ranges:					
C.6.1	State transverse and longitudinal movement.	1				
C.6.2	The adjustable Source to Image Distance (SID) should be stated.	1				
C.6.3	Motorized tube angulation must be stated.	1				
C.6.4	Controls for table top / X-Ray tube movement must be available at the table side and the remote panel.	2				
C.6.5	Collision sensors for patient safety must be incorporated within the system.	2				
C.7	The following table accessories must be included:-					
C.7.1	Shoulder rests	1				
C.7.2	Hand grips	2				
C.7.3	Foot rest	2				
C.7.4	Compression band	2				
C.7.5	Compensation filter pad for peripheral studies	1				

C.8	Standard extras:					
C.8.1	Sialogram (Head lamp)	1				
C.8.2	HSG lamp	1				
D	Fixed Detector: Direct Digital Flat Panel.					
D.1	A large field direct digital flat panel with a maximum input field of 43 x 43 cm is required. Active detector area: 43 cm by 43 cm (17" x 17").	2				
D.2	Detector matrix dimension must be 2048 x 2048 or greater	1				
D.3	Detector matrix must be a 16bit pixel depth/Gray scales per pixel.	1				
D.4	Processor matrix must be 2048 x 2048 or higher.	1				
E	Monitors					
E.1	Two high resolution TFT LCD monitors, 21 inch (or latest technology) and height adjustable to be ceiling mounted in the examination room with a movable arm.	2				
E.2	Two high resolution 21 inch high line-rate TFT LCD monitor to be supplied at the control desk.	2				
E.3	All four monitors must have a resolution of 1024 x 1024 or higher.	2				
F	Operator Console					
F.1	The system must have a touch screen operator console or equivalent.	2				
F.2	There must be a built in keyboard with the operator mouse included.	2				
G	Digital Image Acquisition and Processing System					
G.1	Digital acquisition matrix:					
G.2	Magnification/Zoom modes must be available.	1				
G.3	Single shot exposures must be possible.	2				
G.4	Last image hold function.Details must be stated in supporting documents.	2				
G.5	The image storage capacity of hard disk drive must be 2TB or higher.	2				
G.6	USB port must be enabled/open license (ready for use).	1				

G.7	Functionality must also include:-					
G.7.1	Cine loop display	1				
G.7.2	Horizontal (R/L) and vertical (up/down) image flip	1				
G.7.3	Multi-image display format must be possible.	1				
G.7.4	Digital Subtraction Angiography (DSA)	2				
G.7.5	Vascular functionality package	2				
G.7.6	Image review display must include cine loop, playback of sequences at acquisition speed and manual image browsing.	1				
H	Optional item (Quoted Separately)					
H.1	DUAL HEAD HIGH PRESSURE CONTRAST INJECTOR: A dual head contrast injector with saline and contrast injection capabilities is required. Initial 500 lines and 60 syringes should be supplied	2				
Total score		86				
minimum threshold		68				



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Note:

- a. The Product Specification listed below must be completed and submitted in its original format
- b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- c. The scoring of the bids:
- i. Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:
 - A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with.
 - A specification (line item) with a 1 weight is a specification with a standard level of importance.
- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 72 out of 91 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item no. 3	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
	Remote Control Table Fluoroscopy Screening Unit with Flat Panel detector (FPD)					
A	X-Ray Generator					
A.1	Micro-processor controlled high frequency generator with nominal rating: equal to or above 80kW.	2				
A.2	Online UPS 120kVA or higher	2				
A.3	The internal power supply of the system must have an integrated voltage stabilizer.	1				
A.4	Shortest exposure time must be 1msec.	2				
A.5	State the tube current at 150kV	1				
A.6	Fluoroscopic programmed and general radiography must be possible for all protocols. Details must be stated in supporting documents.	1				
A.7	Auto-setting of all parameters of at least 20 different examinations must be possible.	2				
A.8	Pulsed fluoroscopy for dose reduction must be available. Details of available Pulse rates (in pulses per second) settings must be stated in supporting documents provided	2				
A.9	Self-check of all generator functions must be included.	1				
A.10	An integrated computerized operator console must be included.	2				
A.11	The x-ray generator and table system must have AEC(Automatic Exposure Control) built into the system.	2				
A.12	The x-ray generator must be delivered with a set of matching high tension cables at installation.	1				
A.13	The x-ray generator and x-ray tube unit must have a rapid starter unit ensuring anode rotation of at least 8000 rpm.	1				
A.14	Details of available radiation reduction software programs and hardware techniques (copper filters or grids) must be provided in supporting documents.	1				
A.15	An automatic collimator with full field and laser line centering light must be available for the positioning of the patient with full control from the remote table side control and the control room console	2				
A.16	The generator must accommodate two (2) X-Ray tubes (Fluoroscopy & overhead tube).	2				

	Remote Control Table Fluoroscopy Screening Unit with Flat Panel detector (FPD)					
B	Two X-Ray Tubes					
B.1	Two X-Ray tubes must be supplied. One X-Ray tube is synchronized with fixed detector in the table, while the second (overhead) X-Ray tube is connected as a ceiling suspended X-Ray tube with erect Bucky.	2				
B.2	Dual focus with ratings compatible with the offered generator must be supplied:					
B.2.1	Dual (1.2 mm and 0.6 mm) focus with ratings compatible with the offered generator must be supplied. Large focus to be 1.2 mm	2				
B.3	Anode material to be tungsten compound with a minimum anode heat storage capacity of at least 600kHU. State anode heat dissipation kHU/min in the supporting documents.	2				
B.4	X-Ray tube must have a cooling method. A built-in display screen showing heat status must be provided. Details must be stated in supporting documents provided.	1				
B.5	Details of inherent and added filtration must be stated in supporting documents.	1				
C	Remote Controlled Table					
C.1	Remote controlled table with synchronized flat panel digital detector and X-Ray tube must be provided.	2				
C.2	Motorized table angulation: +90° to -25°. Details must be stated in supporting documents.	2				
C.3	Maximum patient weight limit must be 200kg or more.	2				
C.4	The table top must be able to move vertically (up and down) for easy patient transfer. The table must have a lockable and adjustable footrest.	1				
C.5	Table top and mattress provided must be radiolucent. Table top dimensions must be stated	1				
C.6	Table and tube movement ranges:					
C.6.1	State transverse and the longitudinal movement.	1				
C.6.2	The adjustable Source to Image Distance (SID) should be stated.	1				
C.6.3	Controls for table top / X-ray tube movement must be available at the table side and the remote panel	2				
C.6.4	Collision sensors for patient safety must be incorporated within the system.	2				
C.7	The following table accessories must be included:-					
C.7.1	Shoulder rests	1				
C.7.2	Hand grips	2				
C.7.3	Foot rest	2				
C.7.4	State compression device	1				
C.7.5	Compensation filter pad for peripheral studies	1				
C.8	Standard extras:					
C.8.1	A wireless Cesium Iodide, amorphous silicon type digital flat panel detector of size 35 cm x 43cm or 43cm x 43cm, must be included as a standard.	2				
C.8.2	Flat panel detector radioluscent protector, must be included in the pricing.	1				
C.8.3	Head lamp (Sialogram exam)	1				
C.8.4	Fixed or mobile lamp (HSG exams)	1				
C.8.5	A wall mounted hanger/cabinet for the storage of wireless detector must be included in the offer.	1				
D	Fixed Detector: Direct Digital Flat Panel.					
D.1	A large field direct digital flat panel with a maximum input field of 43 x 43 cm is required. Active	1				
D.2	Detector matrix dimension must be 2048 x 2048 or greater	1				
D.3	Detector matrix must be a 16bit pixel depth/Gray scales per pixel.	1				
D.4	Processor matrix must be 2048 x 2048 or higher.	1				
E	TV Monitors					
E.1	Two high resolution TFT LCD monitors, 21 inch (or latest technology) and height adjustable to be ceiling mounted in the examination room with a movable arm.	2				
E.2	Two high resolution 21 inch high line-rate TFT LCD monitor to be supplied at the control desk.	2				

	Remote Control Table Fluoroscopy Screening Unit with Flat Panel detector (FPD)					
E.3	All four monitors must have a resolution of 1024 x 1024 or higher.	2				
F	Operator Console					
F.1	The system must have a touch screen operator console.	2				
F.2	There must be a built in keyboard with all the operating features applicable to the system.	2				
G	Digital Image Acquisition and Processing System					
G.1	Digital acquisition matrix:					
G.2	Magnification/Zoom modes must be available.	1				
G.3	Single shot exposures must be possible.	2				
G.4	Last image hold function.Details must be stated in supporting documents.	2				
G.5	The image storage capacity of hard disk drive must be 2TB or higher.	2				
G.6	USB port must be enabled/open license (ready for use).	1				

Remote Control Table Fluoroscopy Screening Unit with Flat Panel detector (FPD)						
G.7	Functionality must also include:-					
G.7.1	Cine loop display	1				
G.7.2	Horizontal (R/L) and vertical (up/down) image flip	1				
G.7.3	Multi-image display format must be possible.	1				
G.7.4	Split display for reference image comparison on the second monitor	1				
G.7.5	Digital Subtraction Angiography (DSA)	2				
G.7.6	Vascular functionality package	2				
G.7.7	Image review display must include cine loop, playback of sequences at acquisition speed and manual image browsing.	1				
H	Optional item (Quoted Separately)					
H.1	DUAL HEAD HIGH PRESSURE CONTRAST INJECTOR: A dual head contrast injector with saline and contrast injection capabilities is required. Initial 500 lines and 60 syringes should be supplied	2				
TOTAL		91				
MIN THRESHOLD		72				



GAUTENG PROVINCE
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TENDER SPECIFICATION

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

Note:

- a. The Product Specification listed below must be completed and submitted in its original format
- b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- c. The scoring of the bids:
 - i. Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:
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 - A specification (line item) with a 1 weight is a specification with a standard level of importance.
- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 50 out of 62 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item No.4	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
Two x Flat Panel Detectors, Direct, Digital, Wireless, Portable, High Capacity with a Portable Operator's Consoles						
A	General					
A.1	Two portable and wireless, high capacity, direct digital flat panel, battery-powered detectors with a portable operator's console for each must be provided: Active imaging size must be: a. 24cm x 30cm b. 43cm x 43cm. The effective/active sizes and dimensions must be stated for both detector sizes. Bidders to offer an option of buying the detectors separately.	2				
A.2	A wall mounted detector cabinet for the storage of wireless detectors must be included in the offer	1				
A.3	The offered detectors must be configured to actively and optimally function with any general X-Ray rooms at no additional cost to the end-user. Provide the details of the interconnection	2				
B	Wireless Flat Panel Detectors					
B.1	The equipment offered must have a high shock tolerance and water resistant. Provide the details of the safety and protective features for each detector.	2				
B.2	The equipment must be offered with a radiolucent shock resistant protective cover. Provide the details of the material and durability of the covers.	2				
B.3	The offer must include two light weight, shock resistant, hardbody carry cases with sponges and wheels to protect the equipment during transport to the wards. Each carry case must fit one detector and console as well as an additional battery. The bidder must give an option of buying this item separately as and when required.	1				
B.4	Image transfer must be done as follows (to the console):					
B.4.1	Wireless communication (WI-FI) & LAN must be enabled. State other available latest modes of	2				
B.4.2	Systems must have both 2.4GHz and 5GHz wireless transmission.	1				
B.5	A. 43cm x 43cm flat panel detector:					
B.5.1	The scintillator must be Amorphous silicon photodiode.	2				

Two x Flat Panel Detectors, Direct, Digital, Wireless, Portable, High Capacity with a Portable Operator's Consoles						
B.5.2	The battery provided must be lithium or better.	1				
B.5.3	Pixel size/pitch must be 140 micrometer (μm) or smaller.	1				
B.5.4	The acquisition and digital conversion of the image from the flat panel of 14-bit or more. Details must be stated in the supporting documents provided .	1				
B.5.5	The image resolution must be at least 3.5 line pairs/mm. Details are stated in the supporting documents provided.	1				
B.5.6	The sytem must accept a minimum of 40kVp - 150 kVp.	1				
B.5.7	The preview display time must be 5 seconds or less. Details are stated in the supporting documents provided.	2				
B.5.8	The full image cycle time should be a maximum of 10 seconds.Details are stated in the supporting documents provided .	2				
B.5.9	The detector must be able to store a minimum of 100 images in the internal memory. The internal panel image storage capacity must be stated in the supporting documents.	1				
B.5.10	The uniform load that the detector must be able to withstand should be at least 150kg. Details are stated in the supporting documents provided .	1				
B.5.11	The local load (on an area of 40 mm diameter) that the detector must be able to withstand should be at least 100kg. Details are stated in the supporting documents provided .	1				

Two x Flat Panel Detectors, Direct, Digital, Wireless, Portable, High Capacity with a Portable Operator's Consoles					
B.6	24cm x 30cm flat panel detector:				
B.6.1	The scintillator must be Amorphous silicon photodiode.	2			
B.6.2	The battery provided must be lithium or better.	1			
B.6.3	Pixel size/pitch must be 140 micrometer (µm) or smaller.	1			
B.6.4	The acquisition and digital conversion of the image from the flat panel of 14-bit or more. Details must be stated in the supporting documents provided .	1			
B.6.5	The image resolution must be at least 3.5 line pairs/mm. Details are stated in the supporting documents provided.	1			
B.6.6	The sytem must accept a minimum of 40kVp - 150 kVp.	1			
B.6.7	The preview display time must be 3 seconds or less. Details are stated in the supporting documents provided.	2			
B.6.8	The full image cycle time should be a maximum of 6 seconds.Details are stated in the supporting documents provided .	2			
B.6.9	The detector must be able to store a minimum of 100 images in the internal memory. The internal panel image storage capacity must be stated in the supporting documents.	1			
C	Battery				
C.1	The following battery charger must be included for each detector:				
C.1.1	Four rechargeable batteries, two per detector must be provided. The battery should be able to handle 5 hours of active use when fully charged. Provide details of battery activity durations.	2			
C.1.2	Multi-slot charger to be provided.	2			
C.1.3	Charging time for each battery from fully depleted to fully charged should be less than 6 hours.	1			
C.1.4	The rated power input must be: 220 - 240V AC, 50Hz, single phase.	2			
D	Grid				
D.1	An encasement with a built in grid that fits the 24cm x 30cm or 43cm x 43cm detector must be supplied.	1			
D.2	The grid must have at least:				
D.2.1	Grid ratio 8:1	1			
D.2.2	Must be usable with FFD of 100cm to 180cm	1			

Two x Flat Panel Detectors, Direct, Digital, Wireless, Portable, High Capacity with a Portable Operator's Consoles					
E	Operator's Console - Acquisition and Image Processing View Station				
E.1	The operator's console must be portable laptop with the latest operating software (iCore 7 or better).	2			
E.2	A protective casing/bag for the operator's console must be included.	1			
E.3	The operator's console must connect wirelessly to PACS/RIS/Printer.	1			
E.4	The operator's consoles must be touch screens for user interface. Type of screen and user interface is stipulated in the supporting documents provided.	2			
E.5	Print option to a DICOM DRY LASER printer must be possible.	2			
E.6	The DICOM Modality Work list must be displayed on the screen and form part of the workflow. The worklist must allow for the display of examinations scheduled and performed and must reflect the date, time and patient details of each examination. It must also be available as a global network query. Details are stated in the supporting documents provided.	1			
E.7	The equipment must connect to RIS and PACS wirelessly and must be able to receive patient demographics from the RIS.	1			
E.8	It must be possible to enter all patient data and demographics manually in the event that the RIS is unavailable.	1			
E.9	Image post-processing tools must be included. Details of post-processing tools must be stated.	1			
E.10	Exposure factors must be displayed on the screen. Details are stated in supporting documents provided.	1			
TOTAL		62			
MIN THRESHOLD		50			



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TENDER SPECIFICATION

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Note:

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- Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- Bidders must score a minimum threshold score of 32 out of 39 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item No.5	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
A	Panelipse Digital					
A.1	The unit must be able to perform digital panoramic and cephalic imaging of the upper and lower jaw in multiple planes.	2				
A.2	The unit must have a software or system capable of performing pan tomography exam and automatically removing redundant tomographic shadows that result in geometric unsharpness. Details of software package are stated in supporting documents provided.	2				
A.3	The unit must allow for pre-programmed settings, but also manually selectable exposures, for children and adults of different sizes. Details are stated in supporting documents provided.	2				
A.4	The unit must have an automatic double TMJ program to perform full temporo-mandibular studies on a single display or film. Details are stated/displayed in supporting documents provided.	1				
A.5	The unit must be capable of performing image segmenting to reduce radiation, e.g. vertical segmenting to expose a smaller area of diagnostic interest. Details are stated in supporting	1				
A.6	The unit must be able to perform the exact, immediate positioning of the anterior teeth in the focal	2				
A.7	The unit must have following functions; Central control, motorized, height adjustment, forehead and temple supports. Details of where motorized chin controls are located must be stated/displayed in supporting documents provided.	1				
A.8	The unit must have Bite Guide/Chin Rest with adaptable anterior position adjustment for both adult and children. Details on applicability of chin rest for adults and children, are stated/displayed in supporting documents provided.	2				
A.9	The unit must have a fixed bite block which is easy to clean after each patient.	2				
A.10	The unit must have hand grips for both hands and head for immobilization.	2				
A.11	The unit must have a patient mirror to assist with accurate positioning. Details are stated/displayed in supporting documents provided.	2				
A.12	The unit must have laser alignment lights to accurately guide patient positioning.	2				
A.13	The unit must have a touch screen with annotative text and/or graphic symbols.	2				
A.14	The unit must display all patient work list information on the main console.	1				

A	Panelipse Digital					
A.15	The unit must be equipped with a self-diagnostic test system, capable of displaying error	1				
A.16	The unit must incorporate a fully automatic film marking system for panoramic radiography to mark the exposure factors, the chosen program, as well as patient identification information.	1				
A.17	The unit's floor side stands/mounting must be able to accommodate patients in wheelchairs. Details are stated/displayed in supporting documents provided.	2				
A.18	The unit must have power consumption of the unit must be 2.5kW or above. Details are stated in supporting documents provided.	1				
A.19	The unit must have total tube filtration of 2.5mm aluminium/copper. Details are stated/displayed in supporting documents provided.	1				
A.20	The unit must have anode voltage to be from 40kVp to 90 kVp. Details are stated in supporting documents provided.	1				
A.21	The unit must have tube anode current to be from 1-16mA. Details are stated in supporting documents provided.	1				
A.22	The unit must have an exposure time of 2.7 to 20 seconds continuous or split.	1				
A.23	UPS in line (in series connection to main power supply)/Online (uninterruptable power supply unit) for the workstation, must be included. Details are stated/displayed in supporting documents provided.	2				
A.24	The internal power supply of the system must have an integrated voltage stabilizer.	1				
B	System Connectivity					
B.1	19 inch or better, touch screen, LCD monitor must be provided with the operating system (iCore 7 or better)	2				
B.2	The unit must have a minimum RAM of 4GB and minimum hard disk memory of 500GB.	1				
Total Points		39				
Minimum threshold		31				



ANNEXURE A: TENDER SPECIFICATION

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

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- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 76 out of 96 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item No.6	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
128 Slice CT Scanner with Dual Head Automatic Contrast Injector						
A	A DICOM 3 compatible multi slice detector CT system for 128 slice per rotation, must be supplied. Supports whole body CT scanning including whole body angiography	2				
A.1	Gantry:					
A.1.1	The gantry aperture must be equal or greater than 70cm	2				
A.1.2	It must be possible to scan either Head First or Feet First.	2				
A.1.3	Rotation time range from 0.2 sec - 1.5 sec at full rotation (360 degrees)	1				
A.1.4	scan speed must be 0.5 seconds or less at 360 degrees.	1				
A.1.5	The standard Field of View must be equal or greater than 50cm	2				
A.1.6	Emergency stop switches must be available on the gantry as well as the console.	2				
A.1.7	2-way intercom from operator console to gantry must be provided.	2				
A.1.8	CT fluoroscopy functionality, must be provided as part of the tender. The CT Fluoroscopy mode should have images displayed in real time.	2				
A.1.9	A viewing monitor inside the scanning room must be provided for use during CT fluoroscopy examinations.	2				
B	X-Ray Generator					
B.1	An output in the range between 80kW-100kW is required.	2				
B.2	System should have a maximum output of 140kV.	2				
B.3	System must have (tube current) mA minimum range between 10mA to 40mA and maximum range between 800mA to 1400mA.	2				
C	X-Ray Tube					
C.1	Anode heat storage capacity must be 7 MHU and above.	1				
D	Detector system:					
D.1	Detectors must be of solid state design. Details of detector are stated in supporting documents.	2				
D.2	Detector geometric efficiency must be at least 80% for all modes of operation and at least from 90% absorption efficiency.	2				

128 Slice CT Scanner with Dual Head Automatic Contrast Injector						
E	Patient Table					
E.1	Loading capacity of standard table 200kg and above. Details of the weight tolerance parameters must be stated.	1				
E.2	Lowest vertical table height must range between 30cm-55 cm (distance from the floor).	1				
E.3	The table width must be 45cm or wider	1				
E.4	A longitudinal scannable and Scout view range of 170cm and above must be achievable, for head to foot anatomical coverage.	1				
E.5	The unit must have dual controls for the table movement on the gantry. Table movement must be possible on the radiographer's console.	1				
E.6	The following accessories must be included as a standard:					
E.6.1	Head holders	1				
E.6.2	Immobilization straps and cushions	1				
E.6.3	Knee support	1				
E.6.4	Infant Immobiliser/cradle with cushion	2				
E.6.5	Radioluscent Mattress. Must be removable and easy to clean	1				
E.6.6	Leg extender with cushion	1				
E.6.7	Flat Head holder cushion	1				
E.6.8	Patient straps	1				
E.6.9	Patient transfer board	2				
G	Operators Console:					
G.1	A workstation with two x 19 inch or better high resolution Flat Screen LCD diagnostic colour monitors with keyboards and mouse must be provided. The Monitors must be 1.3MP or above	2				
G.2	Image storage capacity on internal hard drive must be 2TB or bigger. Details of archive extension possibilities are stated in supporting documents as optional items	2				
G.3	32GB RAM and above is required.Details are stated in supporting documents	1				
G.4	iCore 7 Microprocessor	1				
G.5	Anti Virus software to be installed (and auto-updateable). All updates must to be in the warranty and maintenance cover.	2				
G.6	Four Adjustable ergonomic office chair with wheels.The chair must accomodate a weight of up to 120kg.	2				
G.7	Performance (All specifications to be applicable to sub-second scan mode):					
G.7.1	Spatial resolution must be stated in lp/mm and must be stated in terms of a CT phantom (supplied with the scanner). The resolution must be the same in the x, y and z directions. Bidders are to confirm that the resolution is the same in all 3 planes.	2				
G.7.2	A dose reduction mechanism for a 128 slice CT Scanner(including software), that are included in the standard package must be stated.	2				

128 Slice CT Scanner with Dual Head Automatic Contrast Injector						
H	Scanning Modes					
H.2	Volume scan mode					
H.2.1	It must be possible to perform multiple scan sequences.	1				
H.2.2	Iterative reconstruction algorithm should be offered.	2				
H.2.3	The interscan delay between one helical and the next may not exceed 5 seconds.	1				
H.2.4	Optimal bolus concentration must be possible. A software package for bolus tracking should be included as a standard.	1				
J	Radiologist Console:					
J.1	Two doctors workstations with a minimum 3 MP 19 inch or better reporting monitor must be linked to the main system and have their own independent consoles, allowing viewing, post processing and filming.	2				
J.2	Image transfer must occur in the background, without causing a bottleneck and interfering with other functions - must be Dicom 3 compatible.	1				
J.3	The workstations must include software for viewing, Cine mode MPR, 3D and Volume Rendering. All software packages included in the pricing must be stated.	2				

128 Slice CT Scanner with Dual Head Automatic Contrast Injector						
J.4	The Following Software/Hardware functions must be included in the offer:					
J.4.1	Vascular: 3D surface analysis packages for CT angiography with following	1				
J.4.2	MPVR	1				
J.4.3	MPR	1				
J.4.4	Image addition and subtraction	1				
J.4.5	MIPS and MinIP	1				
J.4.6	Disarticulation Software.	1				
J.5	Oncology Software Package:					
J.5.1	Tumor detection, evaluation and follow up, for example, with CAD and tumor volume evaluation.	1				
J.5.2	CT FLUOROSCOPY: To perform interventional is required, including the ability to interactively change table height, longitudinal table position.	2				
J.5.3	3D Intervention software package.	2				
J.5.4	3D-guided intervention and full table-side scanner control.	2				
J.5.5	CARDIAC PACKAGE: A comprehensive Cardiac Package is required. ECG, calcium scoring, gating scanning, ECG gated reconstruction hardware and software as well as the patient trigger must be available on the CT Scanner. Full details are to be supplied on the workstation	2				
J.5.6	NEURO DSA: Neuro DSA software package to be available. State functionality of standard package and available options.	2				

128 Slice CT Scanner with Dual Head Automatic Contrast Injector					
J.5.7	PERFUSION PACKAGE: Brain perfusion package must be offered . State functionality of standard package and available options.	2			
J.5.8	DUAL HEAD HIGH PRESSURE CONTRAST INJECTOR: A dual head contrast injector with saline and contrast injection capabilities is required. Initial 500 lines and 60 syringes should be supplied	2			
J.5.9	Online UPS 120kVA or higher	2			
J.5.10	Three airconditioners should be supplied:				
J.7.10.1	18000BTU for the control room. Details of the airconditioners should be stated.				
J.7.10.2	32000BTU for the CT room. Details of the airconditioners should be stated.				
J.7.10.3	32000BTU for the UPS. Details of the airconditioners should be stated.	2			
J.7.10.4	Optional items (quoted separately)				
J.7.10.5	Dental Function and Hardware.	1			
J.7.10.6	Virtual colonoscopy package function and hardware	1			
Total Score		96			
Minimum Threshold		76			

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- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 80 out of 100 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item No.7	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
256 Slice CT Scanner with Dual Head Automatic Contrast Injector						
A	A DICOM 3 compatible multi slice detector CT system for 256 slice per rotation, must be supplied. Supports whole body CT scanning including whole body angiography	2				
A.1	Gantry:					
A.1.1	The gantry aperture must be equal or greater than 70cm	2				
A.1.2	It must be possible to scan either Head First or Feet First.	2				
A.1.3	Rotation time range from 0.2 sec - 1.5 sec at full rotation (360 degrees)	1				
A.1.4	scan speed must be 0.5 seconds or less at 360 degrees.	1				
A.1.5	The standard Field of View must be equal or greater than 50cm	2				
A.1.6	Emergency stop switches must be available on the gantry as well as the console.	2				
A.1.7	2-way intercom from operator console to gantry must be provided.	2				
A.1.8	CT fluoroscopy functionality, must be provided as part of the tender. The CT Fluoroscopy mode should have images displayed in real time.	2				
A.1.9	A viewing monitor inside the scanning room must be provided for use during CT fluoroscopy examinations.	2				

256 Slice CT Scanner with Dual Head Automatic Contrast Injector					
B	X-Ray Generator				
B.1	An output in the range between 80kW-100kW is required.	2			
B.2	System should have a maximum output of 140kV.	2			
B.3	System must have (tube current) mA minimum range between 10mA to 40mA and maximum range between 800mA to 1400mA.	2			
C	X-Ray Tube				
C.1	Anode heat storage capacity must be 7 MHU and above.	1			
D	Detector system:				
D.1	Detectors must be of solid state design. Details of detector are stated in supporting documents.	2			
D.2	Detector geometric efficiency must be at least 80% for all modes of operation and at least from 90% absorption efficiency.	2			
E	Patient Table				
E.1	Loading capacity of standard table 200kg and above. Details of the weight tolerance parameters must be stated.	1			
E.2	Lowest vertical table height must range between 30cm-55 cm (distance from the floor).	1			
E.3	The table width must be 45cm or wider	1			
E.4	A longitudinal scannable and Scout view range of 170cm and above must be achievable, for head to foot anatomical coverage.	1			
E.5	The unit must have dual controls for the table movement on the gantry. Table movement must be possible on the radiographer's console.	1			
E.6	The following accessories must be included as a standard:				
E.6.1	Head holders	1			
E.6.2	Immobilization straps and cushions	1			
E.6.3	Knee support	1			
E.6.4	Infant Immobiliser/cradle with cushion	2			
E.6.5	Radioluscent Mattress. Must be removable and easy to clean	1			
E.6.6	Leg extender with cushion	1			
E.6.7	Flat Head holder cushion	1			
E.6.8	Patient straps	1			
E.6.9	Patient transfer board	2			
G	Operators Console:				
G.1	A workstation with two x 19 inch or better high resolution Flat Screen LCD diagnostic colour monitors with keyboards and mouse must be provided. The Monitors must be 1.3MP or above	2			
G.2	Image storage capacity on internal hard drive must be 2TB or bigger. Details of archive extension possibilities are stated in supporting documents as optional items	2			
G.3	32GB RAM and above is required. Details are stated in supporting	1			
G.4	iCore 7 Microprocessor	1			
G.5	Anti Virus software to be installed (and auto-updateable). All updates must to be in the warranty and maintenance cover.	2			
G.6	Four Adjustable ergonomic office chair with wheels. The chair must accomodate a weight of up to 120kg.	2			
G.7	Performance (All specifications to be applicable to sub-second scan mode):				

256 Slice CT Scanner with Dual Head Automatic Contrast Injector						
G.7.1	Spatial resolution must be stated in lp/mm and must be stated in terms of a CT phantom (supplied with the scanner). The resolution must be the same in the x, y and z directions. Bidders are to confirm that the resolution is the same in all 3 planes.	2				
G.7.2	A dose reduction mechanism for a 256 slice CT Scanner(including software), that are included in the standard package must be stated.	2				
H	Scanning Modes					

256 Slice CT Scanner with Dual Head Automatic Contrast Injector						
H.1	Volume scan mode					
H.1.1	It must be possible to perform multiple scan sequences.	1				
H.1.2	Iterative reconstruction algorithm should be offered.	2				
H.1.3	The interscan delay between one helical and the next may not exceed 5 seconds.	1				
H.1.4	Optimal bolus concentration must be possible. A software package for bolus tracking should be included as a standard.	1				
J	Radiologist Console:					
J.1	Two doctors workstations with a minimum 3 MP 19 inch or better reporting monitor must be linked to the main system and have their own independent consoles, allowing viewing, post processing and filming.	2				
J.2	Image transfer must occur in the background, without causing a bottleneck and interfering with other functions - must be DICOM 3 compatible.	1				
J.3	The workstations must include software for viewing, Cine mode MPR, 3D and Volume Rendering. All software packages included in the pricing must be stated.	2				

256 Slice CT Scanner with Dual Head Automatic Contrast Injector						
J.4	The Following Software/Hardware functions must be included in the offer:					
J.4.1	Vascular: 3D surface analysis packages for CT angiography with	1				
J.4.2	MPVR	1				
J.4.3	MPR	1				
J.4.4	Image addition and subtraction	1				
J.4.5	MIPS and MinIP	1				
J.4.6	Disarticulation Software.	1				
J.6	Oncology Software Package:					
J.6.1	Tumor detection, evaluation and follow up, for example, with CAD and tumor volume evaluation.	1				
J.6.2	CT FLUOROSCOPY: To perform interventional is required, including the ability to interactively change table height, longitudinal table position.	2				
J.6.3	3D Intervention software package.	2				
J.6.4	3D-guided intervention and full table-side scanner control.	2				
J.6.5	CARDIAC PACKAGE: A comprehensive Cardiac Package is required. ECG, calcium scoring, gating scanning, ECG gated reconstruction hardware and software as well as the patient trigger must be available on the CT Scanner. Full details are to be supplied on the workstation.	2				
J.6.6	NEURO DSA: Neuro DSA software package to be available. State functionality of standard package and available options.	2				

256 Slice CT Scanner with Dual Head Automatic Contrast Injector						
J.6.7	PERFUSION PACKAGE: Brain perfusion package must be offered . State functionality of standard package and available options.	2				
J.6.8	DUAL HEAD HIGH PRESSURE CONTRAST INJECTOR: A dual head contrast injector with saline and contrast injection capabilities is required. Initial 500 lines and 60 syringes should be supplied	2				
J.6.9	Online UPS 200kVA or higher	2				
J.6.10	18000BTU for the control room. Details of the airconditioners should be stated.	2				
J.6.11	32000BTU for the CT room. Details of the airconditioners should be stated.	2				
J.6.12	32000BTU for the UPS. Details of the airconditioners should be stated.	2				
K						
K.1	Dental Function and Hardware.	1				
K.2	Virtual colonoscopy package function and hardware	1				
Total Score		100				
Minimum Threshold		80				



ANNEXURE A: TENDER SPECIFICATION

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS
Note:

- a. The Product Specification listed below must be completed and submitted in its original format
- b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- c. The scoring of the bids:
- i. Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:
 - A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with.
 - A specification (line item) with a 1 weight is a specification with a standard level of importance.
- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 180 out of 225 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item No 8	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
MRI 1.5 Tesla						
A	Modality Details					
A.1	MAGNET					
A.1.1	The Magnet Field Strength shall be at least 1.5 Tesla active shielded.	2				
A.1.2	The Magnet must be closed bore cylindrical type and design.	2				
A.1.3	Bore length including all covers must be a minimum of 140cm and not exceed 180cm.	1				
A.1.4	The internal bore size must not be less than 70cm inner magnet. State the dimensions (L x W x H).	1				
A.1.5	Magnet homogeneity should meet the following specifications using the standard deviation VRMS (volume root-meansquare) using 24 plane plot measurement method. Provide the actual					
A.1.5.1	50 cm DSV (Diameter Spherical Volume) state (0.8 - 5.0 ppm)	1				
A.1.5.2	40 cm DSV state (0.2 - 1.0 ppm)	1				
A.1.5.3	30 cm DSV state (0.05 - 0.25 ppm)	1				
A.1.5.4	20 cm DSV state (0.01 - 0.06 ppm)	1				
A.1.5.5	10 cm DSV state (0.002 - 0.017 ppm)	1				
A.1.5.6	Magnetic field stability shall be less than 0.1 ppm/hour.	1				
A.1.5.7	The 5 Gauss/0.5mT fringe field must be contained in an area of radial and axial of 3-5m. State actual area.	1				
A.1.5.8	The minimum helium boil off rate should be less than 0.02 ltr/hr under normal operating conditions	1				

MRI 1.5 Tesla						
B	MAGNET SAFETY					
B.1	Magnet must be equipped with quench exhaust leading to the outside of the building in event of Magnet quench to prevent injury to staff and patient/depending on type of cooling system available. State technology, vent pipe requirements (where applicable).	2				
B.2	Magnet must be equipped with emergency ramp down unit for fast Magnetic reduction and ramp up procedure, state details.	2				
B.3	MRI Signage/Floor Sticker Warning Signs/MRI Symbols Sign/ MRI Zone Signs, "Do Not Enter" Floor Cones must be provided (Complete set).	2				
C	GRADIENT SYSTEM (Provide advanced or latest technology details)					
C.1	Actively shielded hi-performance non-resonant gradient coil system must be supplied.	2				
C.2	Gradient amplitude/peak strength must be at least 50mT/m measured per real axis plateau (100% duty cycle) not effective gradients. State options of highest gradients/higher gradients will.	1				
C.3	Gradient duty cycle must be 100%.	1				
C.4	Gradient rise time from 0 to maximum gradient amplitude must be 200 micro-seconds or more.	1				
C.5	Gradient slew rate must be 120 mT/ms or more measured per real axis plateau, not effective values. Provide the data sheet/brochure of the slew rates parameters.	1				
C.6	Scan matrix must be minimum of 1024 x 1024 or better. Maximum recon matrix must be stated.	1				
C.7	The reconstruction speed at 100% FOV must not be less than 60 000 reconstructions /sec.	1				
C.8	Gradient upgrades to different levels should be possible without changing gradient coil. State the details of the available upgrade.	1				
C.9	The system must have the gradient coil cooling system. Provide the details of the cooling system offered.	1				
C.10	The output linearity of the gradient amplifiers should be maximum of 0.1% of peak.	1				
C.11	The unit must have acoustic noise reduction mechanisms/system for all patients (adults & paediatrics).	1				
C.12	Free choice of flip angle while maintaining signal to noise ratio to be supported.	1				

MRI 1.5 Tesla						
D	RADIOFREQUENCY SYSTEM					
D.1	Resonance frequency must be 63.86MHz or 1.5 Tesla.	1				
D.2	Direct Radio Frequency (RF) Transmitter System: Digital signal generation and processing must be possible.	1				
D.3	The transmission system must be integrated in the magnet housing.	1				
D.4	Power output of transmitter amplifier rating must be 18kW or better.	1				
D.5	The system must be equipped with RF fault protection limiting RF output in event of malfunction.	1				
D.6	The receiver components must be integrated into the magnet	1				
D.6.1	Phased array acquisition system with minimum of 16 independent digital RF receiver channels or more must be supplied. State commercial available channel upgrade path and commercial available coils utilizing the number of channels.	1				
D.6.2	The system should have at least 32 independent RF receiver channels or better.	1				
D.6.3	Phase resolution shall be 0.1 degree/bit or better	1				
D.6.4	Noise of the preamplifier to be less or equal to 0.5 decibels	1				
D.7	The Digital receiver and transmitter amplitude must be 16 bit control or more.	1				
D.8	All coil elements must be used seamlessly in one study without coil changes and without repositioning of the patient. State maximum number of simultaneously connected coil elements.	1				
E	RF COILS					
E.1	The bidder must supply market related Integrated Coil Technology. State how the Coil technology of the unit contributes and improve the Image Quality and Workflow.	1				
E.2	Integrated circular polarised/quadrature transmit and receive body coil.	1				
E.3	It must be possible to select active coil or elements from the main console.	1				
E.4	Standard coils for the following applications should be available with the system:					
E.4.1	Body (Chest, abdomen, pelvis).	1				
E.4.2	Head	1				
E.4.3	Whole spine.	1				
E.4.4	Extremities and joints: wrist, hips, shoulder, knee, foot/ankle,	1				
E.4.5	Breast MR.	1				
E.4.6	Whole body vascular and Peripheral vascular array.	1				
E.4.7	Dedicated pediatric coils.	1				
E.4.8	Supply an MRI compatible cabinet in the room for storage of all coils and other accessories.	2				
E.4.9	in the child from 1.5-60kgs, including visualisation of the orbits, optic nerves, optic tracts, pituitary fossa, hypothalamus, temporal lobe, posterior fossa and cerebral cortex. Coils to provide optimal	1				
F	PATIENT SUPPORT TABLE and MANAGEMENT / PATIENT COMFORT					
F.1	Two dockable tables or a trolley with a fixed table must be provided and included in the total price	2				

MRI 1.5 Tesla						
F.2	Dual table control panels shall be located at either side of aperture/gantry for easy access. State if controls are available on the rear of the magnet.	2				
F.3	Centering laser light beams for anatomical references.	1				
F.4	Table movement shall be controlled from both gantry and operator console.	2				
F.5	Patient table shall be equipped with manual override for quick removal of patient from the magnet-bore in case of emergency.	2				
F.6	Maximum load must be minimum of 140kg or better. State actual maximum load.	1				
F.7	The following table movement functions must be possible:					
F.7.1	Accuracy of repositioning to last scan position.	1				
F.8	Physiologic measurement unit essential with display of ECG, respiration and pulse at the main console and gantry.	2				

MRI 1.5 Tesla						
F.9	Two way in-bore intercom system shall allow communication with patient while gradient is running.	2				
F.10	Hand held alarm button for patient signalling.	2				
F.11	Table restraining/immobilization straps are required per table.	2				
F.12	Integrated music for patient shall be included.	1				
F.13	Variable patient comfort lighting/ambience to be included.	1				
F.14	MRI compatible sand bags and sponges in various sizes and shapes.	2				
F.15	Ventilation in the gantry /Fresh air supply.	2				
F.16	Auto-voice system.	1				
G	WORKSTATION: DOCTORS CONSOLE					
G.1	Two doctors workstations with a minimum 3 MP 19 inch or better reporting monitor with touch screen must be linked to the main system and have their own independent consoles, allowing viewing, post processing and archiving.	2				
H	OPERATOR USER INTERFACE					
H.1	Two 19 inch with touch screen or larger hi-resolution colour LCD flat-panel flicker-free monitor with undistorted image display required or better.	1				
H.2	Resolution of the monitor must be 1024 x 1024 pixel or better	1				
H.3	User interface providing flexible multi-tasking in foreground or background (scanning, filming, reconstruction).	2				
H.4	6 TB external hard drive as storage devices required.	1				
H.5	All standard image processing features are required in addition to the following advanced features must be available:					
H.5.1	Multi-planner reformatting (MPR).	1				
H.5.2	Multi-projection volume rendering (MPVR).	1				
H.5.3	Maximum intensity projection (MIP).	1				
H.5.4	MR Angiography processing.	1				
H.5.5	3D surface rendering.	1				
H.5.6	MR Hydrography MRCP/Urography/Myelography.	1				
H.5.7	Image add/subtract.	1				
H.5.8	CT image display and intergration	1				
I	ACQUISITION PARAMATERS, APPLICATION SOFTWARE AND IMAGING TECHNIQUES					
I.1	Techniques or softwares to reduce motion artefacts for peadiatric patients must be included in the system. Details of the availaible and offered softwares must be stated.	1				
I.2	Display slice, slab thickness,left and right designation:					
I.2.1	2D.	1				
I.2.2	3D.	1				
I.3	Variable field of view required to minimum of 48cm or better. State details.	1				
I.4	Standard/Conventional and fast imaging techniques/ Sequences required for all the following applications with dedicated post processing:					
I.4.1	Neurology:					
I.4.1.1	Brain.	2				
I.4.1.2	Conventional imaging sequences.	2				
I.4.1.3	Spectroscopy (Single voxel and multi voxel). State if compatible with parallel imaging 2D / 3D.	2				
I.4.1.4	Diffusion weighted.	2				

MRI 1.5 Tesla						
I.4.1.5	Perfusion weighted. State sequences used.	2				
I.4.1.6	Fast MRI sequences. State sequences used.	2				
I.4.1.7	Tractography / Fibre tracking .	2				
I.4.1.8	Spine.	2				
I.4.2	Cardiac:					
I.4.2.1	Functional evaluation.	2				
I.4.2.2	Morphology.	2				
I.4.2.3	Valvular analysis.	2				
I.4.2.4	Coronary artery imaging.	2				
I.4.2.5	Viability studies.	2				
I.4.2.6	ECG gating.	2				
I.4.2.7	Myocardial tagging.	2				
I.4.3	Abdomen:					
I.5.3.1	Conventional sequences.	2				
I.5.3.2	Virtual endoscopy.	2				
I.5.3.3	MRCP.	2				
I.5.3.4	Small bowel studies.	2				
I.5.3.5	Dynamic liver contrast studies & Liver DWI.	2				
I.4.4	Chest:					
I.4.4.1	Conventional sequences.	2				
I.4.4.2	Mammography .	2				
I.4.4.3	Dynamic (3D FSGRE).	2				
I.4.4.4	Pulmonary ventilation studies.	2				
I.4.5	Pelvis:					
I.4.5.1	Conventional sequences.	2				
I.4.5.2	Prostate imaging (including spectroscopy).	2				
I.4.5.3	Dynamic pelvic floor imaging.	2				

MRI 1.5 Tesla						
I.4.6	Vascular:					
I.4.6.1	TOF (2D/3D).	2				
I.4.6.2	PC (2D/3D).	2				
I.4.6.3	Contrast enhancement for:	2				
I.4.6.4	Neck vessel studies.	2				
I.4.6.5	Intracranial vessel studies.	2				
I.4.6.6	Aortic arch and branches.	2				
I.4.6.7	Abdominal aorta and outflow.	2				
I.4.6.8	Upper & Lower limbs.	2				
I.4.6.9	Pulmonary arteries.	2				
I.4.6.10	Renal arteries.	2				
I.4.6.11	Multistep MR angiography.	2				
I.4.7	Head and neck:					
I.4.7.1	Conventional sequences.	2				
I.4.7.2	IAM's (Internal Auditory Meatus).	2				
I.4.7.3	TMJ's.	2				
J	SAFETY					
J.1	Real-time SAR calculation shall be performed by software to ensure that RF power levels comply with regulatory guidelines and be displayed on each image.	2				
J.2	Pinpoint walk-through metal detector must be provided. Dedicated Ferro-magnetic detector with a pre-warning on approach well outside MRI room, not a conventional metal detector. Highest sensitivity rating for the MRI environment.	2				
J.3	Hand held metal detector with different setting sensitivity must be provided Highest sensitivity rating for the MRI environment.	1				
J.4	Give details of comprehensive magnet safety and MRI safety /include details of isolation transformer, earthing details, anti-theft cables and stability of power supply requirements.	1				
J.5	Air-conditioning: Water chiller with filter connected to UPS must be provided.	2				
J.6	Three airconditioners should be supplied. Details of the airconditioners should be stated:					
J.6.1	18000BTU for the control room	2				
J.6.2	32000BTU for the UPS	2				
J.6.3	32000BTU for the MRI room	2				
J.6.4	Online UPS 160kVA or higher	2				
K	ADDITIONAL EQUIPMENT					
K.1	Two MRI compatible patient vital signs monitoring screen at the console must be provided for adults and paediatrics.	2				

MRI 1.5 Tesla						
L	STANDARD ACCESSORIES					
L.1	MRI compatible headphones	2				
L.2	MRI compatible contrast injector interphased with MR unit.	2				
L.3	Drug Infusion pump compatible to MRI.	1				
L.4	Patient Monitoring Video Camera System. Direct connection to monitor. All parts in the MRI room must be MRI compatible	2				
L.5	Digital Patient weighing scale with maximum capacity of 200kg	1				
L.6	Patient slide for patient transfer (PVC Body Transfer Board and Storage Brackets)	1				
L.7	MRI compatible wheelchair with footrests	1				
L.8	MRI compatible laryngoscopes, a fully equipped MRI compatible emergency trolley and MRI compatible Stethoscope.	1				
L.9	MRI Heavy Duty / Extra Wide Folding Walker.	1				
L.10	MRI compatible steps / MRI Double Step Stool with Handrail	1				
L.11	Drip Stand must be MRI compatible	2				
L.12	4 operator ergonomic chairs on five-star frame with high back swivel with arm rests with load capacity of 200kg.	1				
L.13	Remote service support.	1				
M	MRI COMPATIBLE ANAESTHETIC UNIT					
M.1	MRI compatible anaesthetic machine with ECG, NIBP, SPO2 & Gas capnography to suit adults, pediatric and neonates. ECG: Echo Cardiogram / NIBP: Non invasive BP / SPO2: Oxygen saturation / Gas Capnography: CO2 measurement	2				
M.2	Anaesthesia machine must have a scavenger and the room must have an outlet for the scavenger for anaesthetic gases to be removed from the magnet room.	2				
N	OPTIONAL ITEMS (The following items must be quoted separately)					
N.1	State solution for Breast MR with optional interventional capabilities.Quote interventional capabilities as optional.	1				
Total Score		225				
Minimum Threshold		180				



GAUTENG PROVINCE
HEALTH
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ANNEXURE A: TENDER SPECIFICATION

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

Note:

- a. The Product Specification listed below must be completed and submitted in its original format
- b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- c. The scoring of the bids:
 - i. Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:
 - A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with.
 - A specification (line item) with a 1 weight is a specification with a standard level of importance.
- d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- e. In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- f. Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- g. Bidders must score a minimum threshold score of 180 out of 225 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item no. 9	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document
MRI 3 T						
A	Modality Details					
A.1	MAGNET					
A.1.1	The Magnet Field Strength shall be at least 3 Tesla active shielded.	2				
A.1.2	The Magnet must be closed bore cylindrical type and design.	2				
A.1.3	Bore length including all covers must be a minimum of 140cm and not exceed 210cm.	1				
A.1.4	The internal bore size must not be less than 70cm inner magnet. State the dimensions (L x W x H).	1				
A.1.5	Magnet homogeneity should meet the following specifications using the standard deviation VRMS (volume root-meansquare)					
A.1.5.1	45 cm DSV (Diameter Spherical Volume) state (0.9 - 1.2 ppm)	1				
A.1.5.2	40 cm DSV state (0.34 - 0.45 ppm)	1				
A.1.5.3	30 cm DSV state (0.05 - 0.08 ppm)	1				
A.1.5.4	20 cm DSV state (0.009 - 0.022 ppm)	1				

MRI 3 T						
A.1.5.5	10 cm DSV state (0.001 - 0.0022 ppm)	1				
A.1.5.6	Magnetic field stability shall be less than 0.1 ppm/hour.	1				
A.1.5.7	The 5 Gauss/0.5mT fringe field must be contained in an area of radial and axial of 4-6m. State actual area.	1				
A.1.5.8	The minimum helium boil off rate should be less than 0.02 ltr/hr under normal operating conditions	1				
B	MAGNET SAFETY					
B.1	Magnet must be equipped with quench exhaust leading to the outside of the building in event of Magnet quench to prevent injury to staff and patient/depending on type of cooling system available. State technology, vent pipe requirements (where applicable).	2				
B.2	Magnet must be equipped with emergency ramp down unit for fast Magnetic reduction and ramp up procedure, state details.	2				
B.3	MRI Signage/Floor Sticker Warning Signs/MRI Symbols Sign/ MRI Zone Signs, "Do Not Enter" Floor Cones must be provided (Complete set).	2				
C	GRADIENT SYSTEM (Provide advanced or latest technology details)					
C.1	Actively shielded hi-performance non-resonant gradient coil system must be supplied.	2				
C.2	Gradient amplitude/peak strength must be at least 50mT/m measured per real axis plateau (100% duty cycle) not effective gradients. State options of highest gradients/Higher gradients will	1				
C.3	Gradient duty cycle must be 100%.	1				
C.4	Gradient rise time from 0 to maximum gradient amplitude must be 200 micro-seconds or more.	1				
C.5	Gradient slew rate must be 120 mT/ms or more measured per real axis plateau, not effective values. Provide the data sheet/brochure of the slew rates parameters.	1				
C.6	Scan matrix must be minimum of 1024 x 1024 or better. Maximum recon matrix must be stated.	1				
C.7	The reconstruction speed at 100% FOV must not be less than 60 000 reconstructions /sec.	1				
C.8	Gradient upgrades to different levels should be possible without changing gradient coil. State the details of the available upgrade for the gradient.	1				
C.9	The system must have the gradient coil cooling system. Provide the details of the cooling system offered.	1				
C.10	The output linearity of the gradient amplifiers should be maximum of 0.1% of peak.	1				
C.11	The unit must have acoustic noise reduction mechanisms/system for all patients (adults & paediatrics).	1				
C.12	Free choice of flip angle while maintaining signal to noise ratio to be supported.	1				

MRI 3 T						
D	RADIOFREQUENCY SYSTEM					
D.1	Resonance frequency must be 128MHz or 3 Tesla.	1				
D.2	Direct Radio Frequency (RF) Transmitter System: Digital signal generation and processing must be possible.	1				
D.3	The transmission system must be integrated in the magnet housing.	1				
D.4	Power output of transmitter amplifier rating must be 18kW or better.	1				
D.5	The system must be equipped with RF fault protection limiting RF output in event of malfunction.	1				
D.6	The receiver components must be integrated into the magnet	1				
D.6.1	Phased array acquisition system with minimum of 16 independent digital RF receiver channels or more must be supplied. State commercial available channel upgrade path and commercial available coils utilizing the number of channels.	1				
D.6.2	The system should have at least 32 independent RF receiver channels or better.	1				
D.6.3	Phase resolution shall be 0.1 degree/bit or better	1				
D.6.4	Noise of the preamplifier to be less or equal to 0.5 decibels	1				
D.7	The Digital receiver and transmitter amplitude must be 16 bit control or more.	1				
D.8	All coil elements must be used seamlessly in one study without coil changes and without repositioning of the patient. State maximum number of simultaneously connected coil elements.	1				
E	RF COILS					
E.1	The bidder must supply market related Integrated Coil Technology. State how the Coil technology of the unit contributes and improve the Image Quality and Workflow.	1				
E.2	Integrated circular polarised/quadrature transmit and receive body coil.	1				
E.3	It must be possible to select active coil or elements from the main console.	1				
E.4	Standard coils for the following applications should be available with the system:					
E.4.1	Body (Chest, abdomen, pelvis).	1				
E.4.2	Head	1				
E.4.3	Whole spine.	1				
E.4.4	Extremities and joints: wrist, hips, shoulder, knee, foot/ankle,	1				
E.4.5	Breast MR.	1				
E.4.6	Whole body vascular and Peripheral vascular array.	1				
E.4.7	Dedicated pediatric coils.	1				
E.4.8	Supply an MRI compatible cabinet in the room for storage of all coils and other accessories.	2				
E.4.9	imaging in the child from 1.5-60kgs, including visualisation of the orbits, optic nerves, optic tracts, pituitary fossa, hypothalamus, temporal lobe, posterior fossa and cerebral	1				

MRI 3 T						
F	PATIENT SUPPORT/TABLE and MANAGEMENT/ PATIENT COMFORT					
F.1	Two dockable tables or a trolley with a fixed table must be provided and included in the total price	2				
F.2	Dual table control panels shall be located at either side of aperture/gantry for easy access. State if controls are available on the rear of the magnet.	2				
F.3	Centering laser light beams for anatomical references.	1				
F.4	Table movement shall be controlled from both gantry and operator console.	2				
F.5	Patient table shall be equipped with manual override for quick removal of patient from the magnet-bore in case of emergency.	2				
F.6	Maximum load must be minimum of 140kg or better. State actual maximum load.	1				
F.7	The following table movement functions must be possible:					
F.7.1	Accuracy of repositioning to last scan position.	1				
F.8	Physiologic measurement unit essential with display of ECG, respiration and pulse at the main console and gantry.	2				
F.9	Two way in-bore intercom system shall allow communication with patient while gradient is running.	2				
F.10	Hand held alarm button for patient signalling.	2				
F.11	Table restraining/immobilization straps are required per table.	2				
F.12	Integrated music for patient shall be included.	1				
F.13	Variable patient comfort lighting/ambience to be included.	1				
F.14	MRI compatible sand bags and sponges in various sizes and shapes.	2				
F.15	Ventilation in the gantry /Fresh air supply.	2				
F.16	Auto-voice system.	1				
G	WORKSTATION: DOCTORS CONSOLE					
G.1	Two doctors workstations with a minimum 3 MP 19 inch or better reporting monitor with touch screen must be linked to the main system and have their own independent consoles, allowing viewing, post processing and archiving.	2				
H	OPERATOR USER INTERFACE					
H.1	Two 19 inch with touch screen or larger hi-resolution colour LCD flat-panel flicker-free monitor with undistorted image display required or better.	1				
H.2	Resolution of the monitor must be 1024 x 1024 pixel or better	1				
H.3	User interface providing flexible multi-tasking in foreground or background (scanning, filming, reconstruction).	2				
H.4	6 TB external hard drive as storage devices required.	1				
H.5	All standard image processing features are required in addition to the following advanced features must be available:					
H.5.1	Multi-planner reformatting (MPR).	1				
H.5.2	Multi-projection volume rendering (MPVR).	1				
H.5.3	Maximum intensity projection (MIP).	1				
H.5.4	MR Angiography processing.	1				
H.5.5	3D surface rendering.	1				
H.5.6	MR Hydrography MRCP/Urography/Myelography.	1				

MRI 3 T						
H.5.7	Image add/subtract.	1				
H.5.8	CT image display and intergration	1				

MRI 3 T						
I	ACQUISITION PARAMETERS, APPLICATION SOFTWARE AND IMAGING TECHNIQUES					
I.1	Techniques or softwares to reduce motion artefacts for paediatric patients must be included in the system. Details of the available and offered softwares must be stated.	1				
I.2	Display slice, slab thickness, left and right designation:					
I.2.1	2D.	1				
I.2.2	3D.	1				
I.3	Variable field of view required to minimum of 48cm or better. State details.	1				
I.4	Standard/Conventional and fast imaging techniques/ Sequences required for all the following applications with dedicated post processing:					
I.4.1	Neurology:					
I.4.1.1	Brain.	2				
I.4.1.2	Conventional imaging sequences.	2				
I.4.1.3	Spectroscopy (Single voxel and multi voxel). State if compatible with parallel imaging 2D / 3D.	2				
I.4.1.4	Diffusion weighted.	2				
I.4.1.5	Perfusion weighted. State sequences used.	2				
I.4.1.6	Fast MRI sequences. State sequences used.	2				
I.4.1.7	Tractography / Fibre tracking .	2				
I.4.1.8	Spine.	2				
I.4.2	Cardiac:					
I.4.2.1	Functional evaluation.	2				
I.4.2.2	Morphology.	2				
I.4.2.3	Valvular analysis.	2				
I.4.2.4	Coronary artery imaging.	2				
I.4.2.5	Viability studies.	2				
I.4.2.6	ECG gating.	2				
I.4.2.7	Myocardial tagging.	2				
I.4.3	Abdomen:					
I.4.3.1	Conventional sequences.	2				
I.4.3.2	Virtual endoscopy.	2				
I.4.3.3	MRCP.	2				
I.4.3.4	Small bowel studies.	2				
I.4.3.5	Dynamic liver contrast studies & Liver DWI.	2				
I.4.4	Chest:					
I.4.4.1	Conventional sequences.	2				
I.4.4.2	Mammography .	2				
I.4.4.3	Dynamic (3D FSGRE).	2				
I.4.4.4	Pulmonary ventilation studies.	2				
I.4.5	Pelvis:					
I.4.5.1	Conventional sequences.	2				
I.4.5.2	Prostate imaging (including spectroscopy).	2				
I.4.5.3	Dynamic pelvic floor imaging.	2				

MRI 3 T						
I.4.6	Vascular:					
I.4.6.1	TOF (2D/3D).	2				
I.4.6.2	PC (2D/3D).	2				
I.4.6.3	Contrast enhancement for:	2				
I.4.6.4	Neck vessel studies.	2				
I.4.6.5	Intracranial vessel studies.	2				
I.4.6.6	Aortic arch and branches.	2				
I.4.6.7	Abdominal aorta and outflow.	2				
I.4.6.8	Upper & Lower limbs.	2				
I.4.6.9	Pulmonary arteries.	2				
I.4.6.10	Renal arteries.	2				
I.4.6.11	Multistep MR angiography.	2				
I.4.7	Head and neck:					
I.4.7.1	Conventional sequences.	2				
I.4.7.2	IAM's (Internal Auditory Meatus).	2				
I.4.7.3	TMJ's.	2				
J	SAFETY					
J.1	Real-time SAR calculation shall be performed by software to ensure that RF power levels comply with regulatory guidelines and be displayed on each image.	2				
J.2	Pinpoint walk-through metal detector must be provided. Dedicated Ferro-magnetic detector with a pre-warning on approach well outside MRI room, not a conventional metal detector. Highest sensitivity rating for the MRI environment.	2				
J.3	Hand held metal detector with different setting sensitivity must be provided Highest sensitivity rating for the MRI environment.	1				
J.4	Give details of comprehensive magnet safety and MRI safety /include details of isolation transformer, earthing details, anti-theft cables and stability of power supply requirements.	1				
J.5	Air-conditioning: Water chiller with filter connected to UPS must	2				
J.6	Three airconditioners should be supplied. Details of the airconditioners should be stated:					
J.6.1	18000BTU for the control room	2				
J.6.2	32000BTU for the UPS	2				
J.6.3	32000BTU for the MRI room	2				
J.6.4	Online UPS 160kVA or higher	2				

MRI 3 T						
K	ADDITIONAL EQUIPMENT					
K.1	Two MRI compatible patient vital signs monitoring screen at the console must be provided for adults and paediatrics.	2				
L	STANDARD ACCESSORIES					
L.1	MRI compatible headphones	2				
L.2	MRI compatible contrast injector interfaced with MR unit.	2				
L.3	Drug Infusion pump compatible to MRI.	1				
L.4	Patient Monitoring Video Camera System. Direct connection to monitor. All parts in the MRI room must be MRI compatible	2				
L.5	Digital Patient weighing scale with maximum capacity of 200kg	1				
L.6	Patient slide for patient transfer (PVC Body Transfer Board and Storage Brackets)	1				
L.7	MRI compatible wheelchair with footrests	1				
L.8	MRI compatible laryngoscopes, a fully equipped MRI compatible emergency trolley and MRI compatible Stethoscope.	1				
L.9	MRI Heavy Duty / Extra Wide Folding Walker.	1				
L.10	MRI compatible steps / MRI Double Step Stool with Handrail	1				
L.11	Drip Stand must be MRI compatible	2				
L.12	4 operator ergonomic chairs on five-star frame with high back swivel with arm rests with load capacity of 200kg.	1				
L.13	Remote service support.	1				
M	MRI COMPATIBLE ANAESTHETIC UNIT					
M.1	MRI compatible anaesthetic machine with ECG, NIBP, SPO2 & Gas capnography to suit adults, pediatric and neonates. ECG: Echo Cardiogram / NIBP: Non invasive BP / SPO2: Oxygen saturation / Gas Capnography: CO2 measurement	2				
M.2	Anaesthesia machine must have a scavenger and the room must have an outlet for the scavenger for anaesthetic gases to be removed from the magnet room	2				
N	OPTIONAL ITEMS (The following items must be quoted separately)					
N.1	State solution for Breast MR with optional interventional capabilities. Quote interventional capabilities as optional.	1				
Total Score		225				
Minimum Threshold		180				



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION

TENDER SPECIFICATION FOR GT/GDH/020/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF GENERAL AND SPECIALISED RADIOGRAPHY IMAGING EQUIPMENT AT VARIOUS GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

Note:

- The Product Specification listed below must be completed and submitted in its original format
- Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.
- The scoring of the bids:
 - Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:
 - A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with.
 - A specification (line item) with a 1 weight is a specification with a standard level of importance.
- Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO/Not applicable' on each line item column D.
- In the case where a bidder indicated 'No/Not Applicable' and an equivalent or better option is provided, bidders must type 'Yes' on relevant column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, an equivalent weighting will be allocated as per the scoring on the line item.
- Bidders to provide reference to brochure (page number) / technical data sheet / Any supporting documents as evidence.
- Bidders must score a minimum threshold score of 50 out of 62 of the total points to qualify for the next stage of evaluation.

A	B	C	D	E	F	G
Item no 10	Tender Specification	Weighting	Complying with specifications (YES/NO/Not applicable)	Where Applicable Provided Equivalent/Better (YES/NO)	Provide details of Equivalent/better Product Offer in this column (You are advised to be straight to the point)	Bidder to indicate the exact page number where the specification can be found in the Brochure / Technical Data Sheet / Any Supporting Document

One Shot Scoliosis Imaging

A	General					
A.1	Two portable and wireless, high capacity, direct digital flat panel, battery-powered detectors with a portable operator's console for each must be provided: Active imaging size must be: a. 24cm x 30cm b. 43cm x 43cm. The effective/active sizes and dimensions must be stated for both detector sizes. Bidders to offer an option of buying the detectors separately.	2				
A.2	A wall mounted detector cabinet for the storage of wireless detectors must be included in the offer	1				
A.3	The offered detectors must be configured to actively and optimally function with any general X-Ray rooms at no additional cost to the end-user. Provide the details of the interconnection configurations.	2				
B	Wireless Flat Panel Detectors					
B.1	The equipment offered must have a high shock tolerance and water resistant. Provide the details of the safety and protective features for each detector.	2				
B.2	The equipment must be offered with a radiolucent shock resistant protective cover. Provide the details of the material and durability of the covers.	2				
B.3	The offer must include two light weight, shock resistant, hardbody carry cases with sponges and wheels to protect the equipment during transport to the wards. Each carry case must fit one detector and console as well as an additional battery. The bidder must give an option of buying this item separately as and when required.	1				

One Shot Scoliosis Imaging						
B.4	Image transfer must be done as follows (to the console):					
B.4.1	Wireless communication (Wi-Fi) & LAN must be enabled. State other available latest modes of	2				
B.4.2	Systems must have both 2.4GHz and 5GHz wireless transmission.	1				
B.5	A. 43cm x 43cm flat panel detector:					
B.5.1	The scintillator must be Amorphous silicon photodiode.	2				
B.5.2	The battery provided must be lithium or better.	1				
B.5.3	Pixel size/pitch must be 140 micrometer (µm) or smaller.	1				
B.5.4	The acquisition and digital conversion of the image from the flat panel of 14-bit or more. Details must be stated in the supporting documents provided .	1				
B.5.5	The image resolution must be at least 3.5 line pairs/mm. Details are stated in the supporting documents provided.	1				
B.5.6	The sytem must accept a minimum of 40kVp - 150 kVp.	1				
B.5.7	The preview display time must be 5 seconds or less. Details are stated in the supporting documents provided.	2				
B.5.8	The full image cycle time should be a maximum of 10 seconds.Details are stated in the supporting documents provided .	2				
B.5.9	The detector must be able to store a minimum of 100 images in the internal memory. The internal panel image storage capacity must be stated in the supporting documents.	1				
B.5.10	The uniform load that the detector must be able to withstand should be at least 150kg. Details are stated in the supporting documents provided .	1				
B.5.11	The local load (on an area of 40 mm diameter) that the detector must be able to withstand should be at least 100kg. Details are stated in the supporting documents provided .	1				

One Shot Scoliosis Imaging					
B.6	24cm x 30cm flat panel detector:				
B.6.1	The scintillator must be Amorphous silicon photodiode.	2			
B.6.2	The battery provided must be lithium or better.	1			
B.6.3	Pixel size/pitch must be 140 micrometer (µm) or smaller.	1			
B.6.4	The acquisition and digital conversion of the image from the flat panel of 14-bit or more. Details must be stated in the supporting documents provided .	1			
B.6.5	The image resolution must be at least 3.5 line pairs/mm. Details are stated in the supporting documents provided.	1			
B.6.6	The sytem must accept a minimum of 40kVp - 150 kVp.	1			
B.6.7	The preview display time must be 3 seconds or less. Details are stated in the supporting documents provided.	2			
B.6.8	The full image cycle time should be a maximum of 6 seconds.Details are stated in the supporting documents provided .	2			
B.6.9	The detector must be able to store a minimum of 100 images in the internal memory. The internal panel image storage capacity must be stated in the supporting documents.	1			
C	Battery				
C.1	The following battery charger must be included for each detector:				
C.1.1	Four rechargeable batteries, two per detector must be provided. The battery should be able to handle 5 hours of active use when fully charged. Provide details of battery activity durations.	2			
C.1.2	Multi-slot charger to be provided.	2			
C.1.3	Charging time for each battery from fully depleted to fully charged should be less than 6 hours.	1			
C.1.4	The rated power input must be: 220 - 240V AC, 50Hz, single phase.	2			
D	Grid				
D.1	An encasement with a built in grid that fits the 24cm x 30cm or 43cm x 43cm detector must be supplied.	1			
D.2	The grid must have at least:				
D.2.1	Grid ratio 8:1	1			
D.2.2	Must be usable with FFD of 100cm to 180cm	1			

One Shot Scoliosis Imaging						
E	Operator's Console - Acquisition and Image Processing View Station					
E.1	The operator's console must be portable laptop with the latest operating software (iCore 7 or better).	2				
E.2	A protective casing/bag for the operator's console must be included.	1				
E.3	The operator's console must connect wirelessly to PACS/RIS/Printer.	1				
E.4	The operator's consoles must be touch screens for user interface. Type of screen and user interface is stipulated in the supporting documents provided.	2				
E.5	Print option to a DICOM DRY LASER printer must be possible.	2				
E.6	The DICOM Modality Work list must be displayed on the screen and form part of the workflow. The worklist must allow for the display of examinations scheduled and performed and must reflect the date, time and patient details of each examination. It must also be available as a global network	1				
E.7	The equipment must connect to RIS and PACS wirelessly and must be able to receive patient demographics from the RIS.	1				
E.8	It must be possible to enter all patient data and demographics manually in the event that the RIS is unavailable.	1				
E.9	Image post-processing tools must be included. Details of post-processing tools must be stated.	1				
E.10	Exposure factors must be displayed on the screen. Details are stated in supporting documents provided .	1				
TOTAL		62				
MINIMUM THRESHOLD		50				



SERVICE DESCRIPTION

AGREEMENT ENTERED INTO BY AND BETWEEN THE GAUTENG PROVINCIAL GOVERNMENT IN ITS _____

AND HEREIN REPRESENTED BY _____ IN HIS /
HER CAPACITY AS _____ AND AS SUCH DULY
AUTHORISED ("THE END USER")

AND

_____ A COMPANY WITH LIMITED
LIABILITY AND DULY INCORPORATED IN TERMS OF THE COMPANY
LAWS OF THE REPUBLIC SOUTH AFRICA, WITH COMPANY
REGISTRATION NO _____ AND PRINCIPAL PLACE
OF BUSINESS AT _____ AND HEREIN REPRESENTED
BY _____ IN HIS / HER CAPACITY AS
_____ AND AS SUCH DULY AUTHORISED
("THE SUPPLIER").

AND WHEREAS

The Supplier is the preferred supplier for the supply, delivery, installation, commissioning and maintenance of office equipment and labour saving devices ("equipment") in terms of the contract.

AND WHEREAS

The End user is, from time to time, desirous of hiring from the supplier one or more equipment, and the Supplier is in turn desirous of renting such equipment to the End user

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1 **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1.1 **Rules of interpretation.** In this Agreement:-

- 1.1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.1.2 unless the context indicates a contrary intention an expression which denotes:-
 - 1.1.2.1 any gender shall include the other genders;
 - 1.1.2.2 a natural person shall include a juristic person and vice versa;
 - 1.1.2.3 the singular shall include the plural and vice versa; and
 - 1.1.2.4 references to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

1.2 **Meanings of expressions and words.** In this Agreement the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning: -

- 1.2.1 **Agreement** means this agreement read together with the General and Special Conditions of Contract of Contract GT/GDH/000/000 which form an integral part of this Agreement
- 1.2.2 **Copy Charges** means the consideration, where applicable, (or, as the context may require, part thereof) payable by the End-user to the Supplier for the maintenance to be provided by the Supplier in terms hereof, which is the amount payable for each black and white or colour copy (as the case may be) that is produced by the equipment at the rate as set out in Addendum 1 of this Agreement, and which is calculated by multiplying the total black and white or colour copies (as the case may be) so produced during a copy period by the charge payable for each black and white or colour copy (as the case may be) as stipulated in Addendum 1 of this Agreement.
- 1.2.3 **Copy Period** means a period of one calendar month, each month commencing on the 1st day of each month (except the first period, which will be the period from Commencement Date until the last day of that calendar month). Copy Period means the period during which copies are made, calculated by means of an opening and closing meter reading, on a monthly basis.
- 1.2.4 **End-user** means the government institution described on

page one hereof.

- 1.2.5 **Equipment** means all or any, as the context may require, of the equipment which is/are or will be the subject matter of this Agreement and which are more fully described in Addendum 1 of this Agreement.
- 1.2.6 **Initial Period** means the period of 36 (thirty six) months from the Commencement Date.
- 1.2.7 **Maintenance** means the obligation assumed by the Supplier to maintain the relevant equipment in proper and efficient operating condition on the terms as set out herein and in accordance with the specifications applicable to the relevant equipment.
- 1.2.8 **Rental** means the consideration payable by the End-user to the Supplier for the use of the equipment in the amounts as stipulated in Addendum 1 of this Agreement.
- 1.2.9 **Working day** means days on which business is generally conducted, i.e. Saturdays, Sundays and official public holidays excluded.
- 1.2.10 **Commencement date** means the date on which the installation and commissioning of equipment is completed.
- 1.2.11 **Material breach** means an event that goes to the root of this agreement.
- 1.2.12 **Month** means calendar month.
- 1.2.14 **Termination date** means 36 months after the commencement date.

2. DURATION AND TERMINATION

- 2.1 This agreement shall commence upon the commencement and shall endure for as an Adhoc purchase and automatically terminate on the termination date by effluxion of time, unless terminated earlier or extended in terms of the provisions of this contract;
- 2.2 This agreement, may at the sole discretion of the End user, be extended in writing for a maximum period of twenty four months on the same terms and conditions except for the rental which shall be reduced by 75% (seventy five percent) of the rental specified herein.

3. OBLIGATIONS OF THE SUPPLIER

3.1 DELIVERY AND INSTALLATION

3.1.1 The Supplier undertakes to:

- 3.1.1.1 deliver the equipment conforming exactly to the description of the equipment as specified in addendum 1 of this agreement;
- 3.1.1.2 deliver and install new and unused equipment at the location selected by the End-user;
- 3.1.1.3 ensure that the equipment is delivered and installed in good condition and working order;

3.2 MAINTENANCE

The Supplier undertakes to:

- 3.2.1 ensure that the equipment performs in accordance with the manufacturer's specifications;
- 3.2.2 keep and maintain the equipment rented by the End-user in good and proper condition and working order and in such manner that the End-user will have the use thereof in an efficient operating condition, and to take such reasonable preventative action as may be necessary or open to it in order to limit the incidence and frequency of breakdowns of equipment to a minimum.
- 3.2.3 for this purpose The Supplier shall ensure that a qualified technician responds promptly to any notification of the End user of a breakdown or malfunction of any equipment.
The response time on such notification shall be as follows:
- 3.2.4 forthwith provide temporary loan equipment to the End-user if the fault in the equipment cannot be repaired, or is not expected to be reasonably repaired, within the period as set out in of this Agreement.

- 3.2.5 the availability of an adequate number of qualified technicians and personnel on a full-time basis to perform the maintenance required under this Agreement;
- 3.2.6 to make available the services of a fully qualified technician from 08h30 to 16h30 each working day to carry out preventative maintenance on the equipment;
- 3.2.7 to supply the quantities of spare parts, toner, developer, fuser oil and other consumables necessary to keep the equipment in proper operating condition;
- 3.2.8 to make available of full coverage maintenance, including preventive maintenance, all service calls and replacement all defectives or worn parts including expandable parts, and all consumable supplies. Should the Supplier fail to provide any of the consumables, or repair or replace with an equivalent unit, any equipment as required, then the Rental Copy Charges for the relevant month in respect of such equipment shall be forfeited by the Supplier and accordingly the End-user shall not be required to pay such rental and copy charges. Should the Supplier not have remedied the failure within 10 (ten) working days of notice from the Enduser then the End-user shall be entitled on written notice to the Supplier to immediately terminate the Agreement in respect of the relevant equipment at no additional cost or penalty to the End-user and the Supplier shall be obliged to remove the relevant equipment listed in the Agreement at its sole cost and expense;
- 3.2.9 remove the equipment from location of the End-user on termination of this Agreement at no additional charge;
- 3.2.10 perform all the services in terms of this contract with due care skill, efficiency and diligence in accordance with the best professional practice;

3.3 PRODUCT SUPPORT

- 3.3.1 The Supplier will from time to time and to the extent that is reasonably necessary or required by the End-user for the proper utilisation of the equipment, provide advice and assistance to the End-user and to provide such reports and data relevant to the usage of the equipment as may reasonably be required by the End-user.
- 3.3.2 Without limiting the generality of its obligations under clause
- 3.3.1 The Supplier hereby authorises the End-user to install access key control devices on the relevant equipment and will provide all necessary assistance to ensure the proper integration of the access key control devices with the equipment. The Supplier shall also assist the End-user in the installation of any copy control devices and copy management devices on the equipment as may be reasonably required by the End-user.
- 3.3.3 Where The Supplier or any of its employees, agents or independent contractors ("Representatives") accesses the premises of the End-

user, under or pursuant to, the terms of this Agreement, The Supplier and its representatives shall abide by and comply with the safety, health and environmental policies and procedures and other lawful directions of the End-user.

3.4 TRAINING

- 3.4.1 On installation of the equipment, The Supplier shall provide adequate training to the personnel of the End-user at no additional charge.
- 3.4.2 Instruction manuals shall also be provided by the Supplier free of charge for all equipment rented in terms of this agreement. The instruction manuals shall contain, but not be limited to, the following information:
 - 3.4.2.1 Defining the capabilities of the equipment (specification).
 - 3.4.2.2 Describing the technical operations of the equipment.
 - 3.4.2.3 Describing the use criteria of the equipment.
- 3.4.3 The Supplier shall also provide such further training may be required by the End User from time to time.

3.5 INDEMNITY AND INSURANCE

The Supplier hereby:

- 3.5.1 Undertakes, at its own expense, to indemnify, protect and defend the End User from and against all actions, claims, losses or damages arising from any negligent act or omission by the Supplier including but not limited to all damages or loss which may be payable or arise as a result of any claim or proceedings in respect of the death, injury to any person and the loss or damage to any property which may arise out of or in consequence of the execution of any obligations in terms of this agreement;
- 3.5.2 at its expense take out and keep in force in respect of the indemnity given by it in terms of this agreement a public liability insurance policy providing cover with a limit of not less than R 3 000 000-00 (three million rand) for any one occurrence of an insured peril in any year and unlimited as to cumulative amount in respect of more than one such occurrence in any year;

3.6 SUBCONTRACTING

It is recorded that:

- 3.6.1 The Supplier will be entitled to appoint suitably qualified subcontractors who satisfy the eligibility criteria applicable to the award of the contract to perform all or any of its obligations arising from this Agreement;

- 3.6.2 No sub-contract can create contractual relations between any subcontractor and End- User;
- 3.6.3 The Supplier shall be responsible for all the acts, defaults and negligence of its subcontractors and their experts, agents or employees as if they were acts, defaults or negligence of the Supplier shall not be absolved from its responsibility from under this clause on the basis that such person was acting outside the scope of its engagement by The Supplier.
- 3.6.4 The Supplier will provide the End user with a list (regularly updated for the duration of this agreement) of all the subcontractors that it intends using to perform all or any of its functions in terms of this agreement.

3.7 **CONFIDENTIALITY**

- 3.7.1 The Supplier shall treat all documents and information received in connection with this agreement as private and confidential, and shall not, save in so far as may be necessary for the purposes of performance thereof, publish or disclose any particulars without the prior written consent of the End user.

4. **OBLIGATIONS OF THE END - USER**

- 4.1 The End - user undertakes to:
 - 4.1.1 Use the equipment for the purpose that it is intended and in accordance with any reasonable manufacturers' instructions and user manual as to the use thereof;
 - 4.1.2 Keep the equipment in its possession and custody and control at its premises in accordance with the same policies and procedures that the End user applies in respect of its own assets and equipment;
 - 4.1.3 Advise the supplier prior to relocation equipment.
 - 4.1.4 Allow the supplier or its representatives reasonable access to the inspection of the equipment on prior written notice;
 - 4.1.5 Undertakes to ensure that the installation area, access ways, electrical supply and where relevant, the IT configuration of its premises and other equipment or any network are suitable for the installation, passage and electrical/or electronic connection of the equipment when it is delivered for installation and thereafter.

5. **BREACH**

- 5.1 Either party commits a breach of contract where it fails to discharge any of its obligations in terms of this agreement;
- 5.2 Should either party commit a material breach of this agreement ("the defaulting party") and fail to remedy such breach within ten (10) days of written demand from the other party ("the aggrieved party") then the aggrieved party may, in addition to any other rights and remedies that it may have, including the right to claim damages:-
 - 5.2.1 Claim specific performance ;

- 5.2.2 or Terminate this agreement, such termination to be effective immediately upon receipt by the defaulting party of written notice to that effect
- 5.3 In any case where the End – User is entitled to damages, then the End-user may claim such damages from the Supplier;
- 5.4 This agreement shall automatically and without notice terminate upon occurrence of the following events:
- 5.4.1 a receiver, liquidator or administrator is appointed over any of the property or assets of that the Supplier;
- 5.4.2 the Supplier makes any voluntary arrangement with its creditors by reason of financial difficulty or becomes subject to an administration order, or provisional or final liquidation or insolvency order;
- 5.4.3 the Supplier goes into liquidation or is declared insolvent;
- or
- 5.4.4 that the Supplier ceases, or threatens to cease, to carry on business.

6. PAYMENT

The End – User shall pay the Supplier:

- 6.1 the rental applicable to the contract at the time of signing this agreement which rental shall be fixed for the entire initial rental period of 36 months. In the event of the extension of the contract, the rental shall reduce by 75% of the original rental The first Rental Charge shall be paid after the Commencement Date of the Agreement, within 30 days of the date of the original copy of statement or tax invoice to the Enduser and shall thereafter be payable monthly in arrear within 30 days of the last day of the month in which The Supplier delivers an original copy of statement and tax invoice to the End-user.
- 6.2 Copy Charges, applicable on the contract at the time of signing this Agreement will apply and would thereafter be adjusted on the thirteenth month and twenty-fifth month of the contract period.
- 6.3 The first of the Copy Charges shall be paid within thirty (30) days in which the original copy of statement and tax invoice in respect thereof is rendered, and shall thereafter be payable monthly in arrears on the first day of the month following the month in respect whereof the Copy Charge has arisen or within 30 days of the last day of the month in which the original copy of statement and tax invoice is delivered to the End-user, whichever is the later.
- 6.4 Payment shall be paid by electronic means into bank account :
Name :
Bank :
Branch :
Account number :
- 6.5 No other charges other than those set out herein will be payable for any other service rendered unless specifically agreed to in writing by the parties

7. NOTICES AND DOMICILIA

7.1 The parties select as their respective domicile citandi et executandi the following addresses:

7.1.1 End User
Physical address
Postal Address
Telephone No.
Fax No.
Email
Contact person

7.1.2 Supplier
Physical address
Postal Address
Telephone no
Fax No
Email
Contact person

Or such other address, telefax or telephone number as may be substituted by notice as herein required

7.2 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post or delivered by hand or sent by telefax.

7.3 Any notice shall be deemed to have been given:

7.3.1 if posted 14 calendar days after the date of posting;

7.3.2 if hand delivered, on the day of the delivery; The parties may communicate by electronic means.

7.4.3 if sent by telefax, on the date and time of sending, which telefax, is evidenced by a fax confirmation print out.

8. GENERAL

8.1 **Whole Agreement.** This Agreement constitutes the entire Agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement.

8.2 **No Variation.** This agreement together with General Conditions of Contract, Special Conditions of the contract and all Standard Bidding Documents constitutes the entire agreement between the parties. No variation or consensual cancellation of this Agreement and no addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

8.3 **Waiver.** No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be

effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 8.4 **Severability.** Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- 8.5 **Applicable Law.** This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 8.6 **Jurisdiction.** The Parties hereto hereby consent and submit to the jurisdiction of such High Court of South Africa, in any dispute arising from or in connection with this Agreement.
- 8.7 **Survival.** Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

END USER

WITNESSES

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

SUPPLIER

WITNESSES

1. _____

2. _____

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.



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**GAUTENG ETHICS &
ANTI CORRUPTION**

6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8¹, copy of which is attached marked Annexure A, and that:
 - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
 - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

¹ Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



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intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 th Floor 94 Pritchard Street Johannesburg



8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



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- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
 - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
 - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
 - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
 - 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
 - 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
 - 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
 - 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



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11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
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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
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

Js General Conditions of Contract (revised July 2010)