



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

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rmogolegang@nwpg.gov.za
www.nwhealth.gov.za



SUPPLY CHAIN MANAGEMENT DIRECTORATE

INVITATION TO BID: NWDOH 28/2021: PROVISION OF BUILDING INFRASTRUCTURE, SUPPLY, INSTALLATION AND COMMISSIONING OF A DUAL HEAD SPECT GAMMA CAMERA AND HOT LAB FOR NUCLEAR MEDICINE SUITE IN KLERKSDORP HOSPITAL

Open bids are hereby invited for Provision of building infrastructure, supply, and installation and commissioning of a Dual Head SPECT Gamma Camera and Hot Lab for Nuclear Medicine suite in Klerksdorp Hospital.

The conditions contained in the Preferential Procurement Policy Framework Act and 2017 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2017, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.
3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mail]**. **No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**
4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number : NWDOH 28/2021
Company Name :
Closing date : **26 NOVEMBER 2021**
Closing time : **11H00**

NB. DUE TO COVID 19 DISASTER MANAGEMENT REGULATIONS, THERE WILL BE NO BRIEFING SESSION HOWEVER TECHNICAL QUESTIONS OR ENQUIRIES CAN BE SEND TO Ms M Gomes/ Ms N Madhoo at mgomes@nwpg.gov.za nmadhoo@nwpg.gov.za

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005;-

A. Regulation 16A9. 1 [e] and [f] the Accounting Officer of the Department may-

- i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or
- ii. Cancel a contract awarded to a supplier of goods or services

- If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
- If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. Regulation 16A9.2 [a] and [b] the accounting officer or accounting authority-

- i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the **NATIONAL TREASURY MINUTE3/3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-**

- i.** Bid information and documentation are confidential
- ii.** No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. In terms of the NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -

“6.5. No person should:-

“6.5.1 Interfere with the supply chain management system of an institution

“6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **No correspondence will be entered into regarding non-submission/attachment of documents. Failure to submit all the required documents will render your bid non-responsive**
7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and put a company stamp on each page of the bidding documents. Bid documents must be binded.**
8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. –Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**
9. The Department of Health reserves the right to accept any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**
10. National Treasury has per Circular no 1 OF 2015/2016 dated 21 December 2015 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.
11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

- Ms R Mogolegang 018 391 4443/ mogolegang@nwpg.gov.za

TECHNICAL ENQUIRIES:

- Ms M Gomes at 018 406 4544 email: mgomes@nwpg.gov.za
- Ms N Madhoo at 018 391 4052 email: nmadhoo@nwpg.gov.za

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

12. BID REQUIREMENTS

- a. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b. Bids will be valid for a period of 90 days.
- c. All bid prices must be quoted in South African currency and must be VAT inclusive.
- d. All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

11 MANDATORY BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

- 11.1 National Treasury has per **NATIONAL TREASURY INSTRUCTION NO.1 OF 2015/2016 ADVERTISEMENT OF BIDS AND THE PUBLICATION OF AWARDS ON THE e-TENDER PUBLICATION PORTAL dated 01 April 2015** prescribed the mandatory advertisement of bids on the retender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 May 2015, all PFMA compliant institutions must submit the following information to the

relevant treasury's e-Tender Publication Administrator in support its advertisement:

- (a) Bid description;
 - (b) Bid number;
 - (c) Name of the PFMA compliant institution;
 - (d) The place where the bid is required;
 - (e) The closing date and time of the bid;
 - (f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
 - (g) The place where bids can be collected;
 - (h) The place where bids should be delivered; and
 - (i) The bid document, that is,
- Invitation to Bid-which explains the mandatory bid administration requirements and the evaluation criteria, to be complied with by all bidders.
 - Mandatory SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
 - Technical Bid Specifications/Terms of Reference OR Bill of Quantities requirements - depending on the technical nature of the bid.

11.2 MANDATORY BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

- (a) Original, fully completed and signed applicable mandatory SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the mandatory SBD forms (SBD form 1, 3.2, 4, 6.1, 8 and 9) as required by the National Treasury PFMA prescripts and the PPPFA Regulations AND to fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified.**

Certified copies of Identity Documents of the Directors / Main Shareholders of the company.

NB. REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]- CONSTITUTIONAL AND JUSTICE DEPARTMENT

The above RSA Proclamation /Government Gazette governs the Appointment the Commissioners of Oaths and certification of documents and provide as follows:-

PROCEDURE FOR CERTIFYING DOCUMENTS

- a. *"If the Commissioner of Oaths is sure that the copy is in fact a true copy of the original document and no unauthorised amendments have been made, the commissioner of oaths must write down or stamp that he/she certifies that the document is a true copy of the original document and that there are no indications that the original document has been altered by an unauthorised persons."*
- b. *"Thereafter the Commissioner of oaths must append a signature and also print out name, designation, contact particulars and date[...of certification]"*

"LEGAL IMPLICATIONS

"6 .If copies of documents are not certified correctly as true copy of the original, the Commissioner of Oaths who certified the documents, may find himself/herself in the Court as a co-accused for assisting someone to commit fraud or as a witness to give evidence on the falsified documents"

COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 OF 2016- OBJECTION REGARDING CERTIFICATION OF DOCUMENTS-PROVIDE AS FOLLOWS:-

"CPIC has observed the inconsistency of certified documents submitted for various transactions. Certification of documents must have the following:-

- "1. There must be clear full names, surnames and signature of the person who certifies the document."*
- "2. In the event of certification being done by SAPS, then in addition to the above, there must be a Force Number.*
- "3. There must be Practise Number where an Auditor or Accounting Officer are certifying the documents.*
- "4 Certification stamp date MUST NOT BE OLDER THAN SIX MONTHS."*

COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 54 OF 2016- REQUIREMENTS REGARDING CERTIFICATION OF DOCUMENTS-effective from 01 November 2016-provides as follows:-

"The following amongst other things must be complied with when certifying the document as a true copy of the original

- *"Certification date stamp must not be older than six months"*
- *"The full names and surname, date, designation and signature of the Commissioner of Oaths who certifies the document"*
- *"The Commissioner of Oaths must append a signature and also print out name, designation, contact particulars and date"*

- (b) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder
- (c) Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00)**. Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number –**Bidders are encouraged to download the bid documentation from the E-Tender Website due to current pandemic (Lockdown regulations)**.

Bank Name	: FNB
Account Name	: NW Health
Account holder	: NWPG
Branch code	: 250655
Account number	: 62811730747

- (d) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.**
- (e) Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017
- (f) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.

(g) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**

- Valid Tax Clearance Certificate of all Partners-Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Number- The Department will also verify the tax compliance status of bidder
- Certified copies of Identity Documents of all Directors / Main Shareholders of the company not older than six months.- **[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N.R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]**
- Joint venture agreement duly signed by all parties
- Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00** [Original or Copy]—Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement
- A certificate or agreement regarding shareholder -ship of members
- Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company**
- Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017--Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE

- (h) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEEE Status Level Verification Certificate for every separate bid
- (i) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

NB. SHOULD ALL THE DOCUMENTS STATED ABOVE NOT BE ATTACHED, YOUR BID WILL BE DECLARED INVALID.

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

12. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
 - Tenderers other than EMEs
 - I. Verification agencies accredited by SANAS; or
 - Tenderers who qualify as EMEs
 - II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

13. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

13.1 Verification agencies accredited by SANAS

- 13.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 13.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php
- 13.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 13.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - The name and physical location of the measured entity
 - The registration number and, where applicable, the VAT number of the measured entity;
 - The date of issue and date expiry;
 - The certification number for identification and reference;

- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

14. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- 14.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME
- 14.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)
- 14.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 14.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage black beneficiaries to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 14.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate

15. FUNCTIONAL REQUIREMENTS

The evaluation criteria for measuring functionality, the weight of each criterion, the applicable values as well as the minimum qualifying score for functionality are contained in the technical Bid Specifications.

16. **2017 PPPFA REGULATIONS: 2017 NATIONAL TREASURY IMPLEMENTATION GUIDE**
“14. SUB CONTRACTING AS A CONDITION OF TENDER FOR PROCUREMENT ABOVE R30 MILLION [Regulation 9]

"14.1 The regulation states **that if feasible to contract above 30 million**, an organ of state must apply sub-contracting to advance designated groups."

"14.2 The term "feasible" is used in recognition of the fact that it may not always be possible to sub-contract in all tenders due to the nature of some tenders for instance, it may not be possible to sub-contract one piece of machinery that is above 30 million."

"14.9 In the case of construction and built environment sectors nothing prevents bidders / contractors /suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with minimum 30% compulsory sub-contracting provisions"

"14.12 The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/supplier "

16. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS

80/20

- 80 = Price; NOTE: All bid price/s should be VAT inclusive.
- 20 = Preferential Points(Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	1
Non-compliant contributor	0


CHIEF/DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 2021 10 29

COMPLIANCE CHECKLIST		
NB. THE BIDDERS MUST COMPLETE THE CHEKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE MANDATORY BID ADMINISTRATIVE REQUIREMENTS		
NO	REQUIREMENT	HAVE YOU ATTACHED Answer Yes or No YES or NO
1	Compulsory Briefing session	N/A
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number. NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website due to current pandemic (Lockdown regulations).	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2017 PPPFA Regulations <u>AND</u> fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.2- Pricing Schedule – Non Firm Prices	
3.3	Availability of signed and fully completed SBD 4-Declaration of Interest	
3.4	Availability of signed and fully completed SBD 6.1 -Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	
3.5	Availability of signed and fully completed SBD 8- Declaration of Bidders past Supply Chain Management practices.	
3.6	Availability of signed and fully completed SBD 9-Certificate of Independent Bid Determination	
4	Certified copies of Identity Documents of all Directors / Main Shareholders of the company not older than six months.- [IN COMPLIANCE WITH REGULATIONS GOVERNING THE	

	ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]	
5	Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report- <i>Indicate the expiry date[s] of all the TCC</i> The Department will also verify the tax compliance status of bidder	
6	<i>Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail</i>	
7	TOTAL BID PRICE INCLUDING VAT AMOUNT.....	
8	Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017- -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	

9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS		
9.1	<p>Valid Tax Clearance Certificate of all Partners-Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Number-</p> <p>The Department will also verify the tax compliance status of bidder</p> <p><i>Indicate the expiry date[s] of all the TCC of the JV partners.</i></p>	
9.2	<p><i>Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture not older than six months.- [IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]</i></p>	
9.3	<p><i>Joint venture agreement duly signed by all parties</i></p>	
9.4	<p><i>General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement</i></p>	
9.5	<p><i>Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors ‘names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.</i></p>	
9.6	<p>Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter.</p> <p>An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017-</p> <p>Bidders who do not submit B-BBEE Status level Verification</p>	

	Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEEE Status Level Verification Certificate for every separate bid	
11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : NWDOH 28/2021 Company Name : Closing date : 26 NOVEMBER 2021 Closing time : 11H00	
13	<i>Address and contact details:</i>	

SIGNATURE BY BIDDER:

DATE:



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA



DEPARTMENTAL BID SPECIFICATION COMMITTEE

1. NAME OF THE BID

Provision of building infrastructure, supply, installation and commissioning of a Dual Head SPECT Gamma Camera and Hot Lab for Nuclear Medicine suite in Klerksdorp Hospital

2. PURPOSE OF THE BID

To invite bids for Provision of building infrastructure, supply, installation and commissioning of a Dual Head SPECT Gamma Camera and Hot Lab for Nuclear Medicine suite in Klerksdorp Hospital.

3. BACKGROUND INFORMATION:

- 3.1 Klerksdorp/Shepong as a Provincial tertiary hospital is mandated to expand its tertiary services.
- 3.2 No nuclear medicine facility available in the North West Province.
- 3.3 NW patients are traveling to Gauteng Province for nuclear medicine diagnostics and treatment.
- 3.4 KT Complex has a Medical and Radiation Oncology division.
- 3.5 North West Department of Health has allocated the necessary funding for this project.
- 3.6 The establishment of a Nuclear Medicine Division is key to improving Cancer care.
- 3.7 Nuclear medicine services assist in early detection of diseases and spread of cancer and provides therapeutic options for treatment e.g. Hyperthyroidism.

4. EXPECTED DELIVERABLES AND OUTCOMES

- 4.1 Improve diagnostic imaging services to the community.
- 4.2 Improved patient outcomes.
- 4.3 Increase the capacity, speed and volume of the service rendered to patient.
- 4.4A dual Head SPECT Gamma Camera.

- Acquisition and processing workstation for radiographers.
- A second processing workstation for doctors, physicist and radiographers.
- A laser camera/printer.
- A Hot Lab.
- Building of a new infrastructure for the SPECT Gamma Camera, reception area with waiting area, examination room, office with processing station, Hot toilet, Hot Lab, change room, injection room and cool down room/area attached to the Radiation Oncology department in Klerksdorp Hospital.

5. TIME FRAME/DURATION OF THE BID

Once off as a turnkey project.

6. BIDDER REQUIREMENTS

- 6.1 The unit offered must be approved and licensed by SAHPRA.
- 6.2 A copy of a valid license issued in terms of the Hazardous Substance Act, Act No 15 of 1973 must be submitted with the tender. Failure to submit such a valid license may result in a tender not being considered.
- 6.3 Bidder shall make a compulsory site feasibility study. A detailed infrastructure and building installation plan to be signed off by the clinical engineer at K/T complex and attached to the bid documents. (SEE ANNEXURE A)
- 6.4 Bidder must provide previous installations at which similar solution and components, both in scope and design, have been installed.
- 6.5 Bidder to provide details of technicians that will be responsible for technical support, maintenance, and repairs. (Number of engineers, names, and experience).
- 6.6 Bidder to submit training plan.

7. TECHNICAL SPECIFICATIONS

The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every clause in this bid specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted.

Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder.

The bidder must clearly indicate if their offered product complies with the required, by indicating "Yes" or "No" or answer the question next to the corresponding clause.

All responses must be clear and legible.

This specification establishes the requirements for:

- Dual Head SPECT Gamma Camera.
- Laser camera/printer.
- HOTLAB.
- UPS.
- Infrastructure requirements.

TECHNICAL SPECIFICATIONS		COMMENT	COMPLIES (YES/NO)
A Modality Details			
1	DUAL HEAD SPECT GAMMA CAMERA		
1.1	A complete dual head SPECT gamma camera. The SPECT gamma camera shall consist of two large, variable angle, rectangular, field of view detectors. The sensitivity, resolution and accessories must be such that the system is able to produce high quality nuclear medicine studies.		
1.2	The gamma camera shall be capable of:		
1.2.1	Static, dynamic, whole body and gated planar acquisition and processing;		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
1.2.2	SPECT (including gated SPECT) acquisition, reconstruction, processing and display.		
1.3	The gamma camera will be required for, but not limited to, the following studies:		
1.3.1	<ul style="list-style-type: none"> • Static, dynamic and whole body bone scans; 		
1.3.2	<ul style="list-style-type: none"> • Renograms and renal cortex functional imaging; 		
1.3.3	<ul style="list-style-type: none"> • Skeletal; 		
1.3.4	<ul style="list-style-type: none"> • Myocardial perfusion imaging and thrombus imaging; 		
1.3.5	<ul style="list-style-type: none"> • Gated cardiac blood pool imaging; 		
1.3.6	<ul style="list-style-type: none"> • Thyroid Scans; 		
1.3.7	<ul style="list-style-type: none"> • Lung ventilation and perfusion imaging including quantitative studies; 		
1.3.8	<ul style="list-style-type: none"> • Parathyroid Imaging; 		
1.3.9	<ul style="list-style-type: none"> • Milk Scans; 		
1.3.10	<ul style="list-style-type: none"> • Gastric emptying studies; 		
1.3.11	<ul style="list-style-type: none"> • Gastro-intestinal bleeding; 		
1.3.12	<ul style="list-style-type: none"> • Gastro-oesophageal reflux; 		
1.3.13	<ul style="list-style-type: none"> • Gallium imaging for infection and tumours; 		
1.3.14	<ul style="list-style-type: none"> • Infection/ inflammation imaging with white cell/leukoscan/other available agents for this indication; 		
1.3.15	<ul style="list-style-type: none"> • Cerebral perfusion and receptor imaging; 		
1.3.16	<ul style="list-style-type: none"> • Tumour imaging in adults and children; 		
1.3.17	<ul style="list-style-type: none"> • Liver and spleen imaging; 		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
1.3.18	<ul style="list-style-type: none"> • Sentinel Node imaging; 		
1.3.19	<ul style="list-style-type: none"> • Scintimammography; 		
1.3.20	<ul style="list-style-type: none"> • Lymphoscintigraphy; 		
1.3.21	<ul style="list-style-type: none"> • Adrenal imaging; 		
1.3.22	<ul style="list-style-type: none"> • Hepatobiliary studies; 		
1.3.23	<ul style="list-style-type: none"> • Pre/post radionuclide therapy imaging. 		
1.3.24	SPECT studies of any of the above.		
1.4	The radionuclides most commonly used are ^{99m}Tc , ^{67}Ga , ^{57}Co , ^{111}In , ^{123}I , ^{131}I , ^{201}Tl and ^{81m}Kr .		
1.5	The offered SPECT shall consist of at least the following components:		
1.5.1	<ul style="list-style-type: none"> • One set of low-energy high-resolution collimators 		
1.5.2	<ul style="list-style-type: none"> • One set of medium-energy collimators 		
1.5.3	<ul style="list-style-type: none"> • One set of high-energy general purpose collimators 		
1.5.4	<ul style="list-style-type: none"> • Pin-hole collimator 		
1.5.5	<ul style="list-style-type: none"> • Storage and trolley for collimator change; 		
1.5.6	<ul style="list-style-type: none"> • Two large, rectangular field of view NaI detectors with a crystal thickness of at least 9.5mm 		
1.5.7	<ul style="list-style-type: none"> • Data acquisition station including computer and screen and complete suite of acquisition software; 		
1.5.8	<ul style="list-style-type: none"> • Image processing station for data analysis, image display with complete suite of standard processing software; 		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
1.5.9	<ul style="list-style-type: none"> Imaging table ; 		
1.5.10	<ul style="list-style-type: none"> Internal ECG for cardiac imaging; 		
1.5.11	<ul style="list-style-type: none"> Mammography pallet for scintimammography; 		
1.5.12	<ul style="list-style-type: none"> Paediatric pallet; 		
1.5.13	<ul style="list-style-type: none"> Integrated DVD/R RW. 		
1.5.14	Identify the dual head SPECT make and model to which the following specification applies:		
1.6	<ul style="list-style-type: none"> Manufacturer: 		
1.6.1	<ul style="list-style-type: none"> Gamma Camera Model: 		
1.6.2	<ul style="list-style-type: none"> Acquisition System Model: 		
1.6.3	<ul style="list-style-type: none"> Software (s) Version. 		
2	DETECTOR PERFORMANCE:		
2.1	The Gamma Camera shall have 2 rectangular NAI (TI) detectors with a useful field of view (UFOV) of at least 52 x 37 cm;		
2.2	The number of photomultiplier tubes per detector shall be at least 56;		
2.3	The intrinsic performance measured according to National Electrical Manufacturers Association (NEMA) specifications in normal operational mode for 140keV photons in the UFOV shall equal or better the following figures:		

TECHNICAL SPECIFICATIONS		COMMENT	COMPLIES (YES/NO)
2.3.1	<ul style="list-style-type: none"> • Spatial Resolution of less than 4mm full width at half maximum (FWHM); 		
2.3.2	<ul style="list-style-type: none"> • Spatial linearity of 0.6 mm absolute and 0.2 mm deferential; 		
2.3.3	<ul style="list-style-type: none"> • Energy resolution <10%; 		
2.3.4	<ul style="list-style-type: none"> • Uniformity of 4% integral and 3% differential; 		
2.4	The extrinsic performance (measured according to NEMA specifications) for 140 keV photons in the UFOV shall be quoted:		
2.5	Specify the spatial resolution with low energy (140 keV) high resolution collimator:		
2.6	Specify the system sensitivity with low energy high resolution collimator:		
2.7	The energy range should be from 60KeV to 511 KeV. Please specify the range.		
2.8	The reconstructed tomographic spatial resolution shall be:		
2.8.1	<ul style="list-style-type: none"> • Tangential < 9 mm; 		
2.8.2	<ul style="list-style-type: none"> • Radial < 12 mm; 		
2.8.3	<ul style="list-style-type: none"> • Central < 12mm. 		
2.9	The variation of pulse-height analyser (PHA) response to a point source at 140 keV during a 360° rotation of the detector shall be 1% or better.		
2.10	The variation in count rate from a point source at 140 keV during a 360° rotation of the detector shall be 5% or better.		
2.11	The number of PHA windows which can be used to acquire and display data in a single image or image set must be specified with any limitation on dynamic, static or tomographic acquisitions.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
2.12	Specify the number of discrete image sets which can be acquired from simultaneously applied PHA windows for static, dynamic, whole body or topographic acquisitions ("dual isotope acquisitions").		
3	COLLIMATORS		
3.1	The following collimators must be included:		
3.1.1	<ul style="list-style-type: none"> A low energy (140 keV) high resolution parallel hole collimator 		
3.1.2	<ul style="list-style-type: none"> A medium energy (300 KeV) general purpose parallel hole collimator 		
3.1.3	<ul style="list-style-type: none"> A high energy (360 keV) high energy parallel hole collimator 		
3.1.4	<ul style="list-style-type: none"> Pin-hole collimator 		
3.2	State if the collimators are electronically coded in the acquisition system.		
3.3	State the effective hole angulation of parallel hole collimators. Preferably it shall be less than 0.15°.		
3.4	Storage rack and cart shall be supplied.		
4	GANTRY AND DETECTOR MOVEMENTS		
4.1	All controls for movement of the detector head must be accessible for any head position.		
4.2	It must be possible to actuate movements of the camera head and imaging table by a remote control device.		
4.3	The detector must remain in a fixed position unless activated by the operator.		
4.4	This must also apply in the event of a power failure.		
4.5	State how a patient can be removed from the system in the event of a power failure.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
4.6	The heads must be equipped with appropriate sensors to detect contact of the heads with the patient or an obstruction. This must prevent any further motion of the heads.		
4.7	It must be possible to restart acquisition without loss of data.		
4.8	Independent detector angulation giving 90° or 180° for SPECT imaging shall be available.		
4.9	Specify any other relative detector angles and any other limitations on system operation.		
4.10	The gantry and detector movements (e.g. rotational, translational) which are manual and those which are motor driven and remotely controlled shall be described.		
4.11	State if the detector head positions are automated or semi-automated and if pre-programmed protocols are available / can be programmed.		
4.12	The speeds, range and directions of each of the motor driver movements shall be specified.		
4.13	Detector alignment with patient shall be automatically maintained while the detector / patient is varied.		
4.14	The system shall have an auto contouring device for automatically sensing the patient-detector distance and adjusting the detector to maintain this distance constant as part of the basic system. The Bidder to state the technology employed.		
4.15	Specify the acquisition modes for which the auto contouring modes can be used:		
4.15.1	SPECT.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
4.15.2	Whole body.		
4.15.3	Other (specify).		
4.16	State the minimum and maximum distance between collimator and patient that the auto contouring device can achieve;		
4.17	State if auto contouring device can be used with all the collimators.		
4.18	Indicate if it is possible to deactivate the auto contouring device.		
4.19	Any additional general safety features must be separately described.		
5	CLINICAL PROCESSING SOFTWARE		
5.1	Indicate if the system has the capability to perform the following processing functions for dynamic renal imaging:		
5.1.1	<ul style="list-style-type: none"> • Calculation of relative function; 		
5.1.2	<ul style="list-style-type: none"> • Calculation of retention function; 		
5.1.3	<ul style="list-style-type: none"> • Calculation of parenchymal transit time; 		
5.1.4	<ul style="list-style-type: none"> • Calculation of output efficiency; 		
5.1.5	<ul style="list-style-type: none"> • Calculation of whole kidney transit time; 		
5.1.6	<ul style="list-style-type: none"> • Determination of furosemide response; 		
5.1.7	<ul style="list-style-type: none"> • Determination of the washout halftime; 		
5.1.8	<ul style="list-style-type: none"> • Generation of Patlak-Rutland plots and 		
5.1.9	<ul style="list-style-type: none"> • Determination of the perfusion index. 		
5.2	Indicate if the system has software for calculation of ventilation/perfusion ratio in lung imaging and calculation of washout rates from ventilation studies.		
5.3	Indicate if the system is capable of:		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
5.3.1	<ul style="list-style-type: none"> • Esophageal parametric images and the calculation of the transit time. 		
5.3.2	<ul style="list-style-type: none"> • Gastric emptying rate and halftime can be calculated including use of geometric mean images. 		
5.3.3	<ul style="list-style-type: none"> • Parathyroid subtraction imaging software is available. 		
5.3.4	<ul style="list-style-type: none"> • Brain Processing Software. 		
5.4	For cardiac:		
5.4.1	<ul style="list-style-type: none"> • Create Bull's-eye images for myocardial perfusion. 		
5.4.2	<ul style="list-style-type: none"> • 4DM Cardiac processing software. 		
5.4.3	<ul style="list-style-type: none"> • Software for the 3-axis display of myocardial perfusion images. 		
5.4.4	<ul style="list-style-type: none"> • Multigated acquisition (MUGA) can be determined both semi & fully automatically and if the Fourier phase and amplitude images can be displayed. 		
5.4.5	<ul style="list-style-type: none"> • Best histogram can be displayed. 		
5.4.6	<ul style="list-style-type: none"> • MUGA calculations can be performed for LVEF, PFR, PER and regional EF. 		
5.4.7	<ul style="list-style-type: none"> • Calculate First pass RVEF. 		
5.4.8	<ul style="list-style-type: none"> • Perform First pass shunt quantitation. 		
5.5	Software updates will be supplied and installed for the warranty period and extended maintenance plan.		
6	IMAGING TABLE		
6.1	The imaging table shall be suitable for static, dynamic, SPECT and whole body acquisitions.		
6.2	The table shall be able to handle a patient load of at least 180 kg.		
6.3	Indicate the material used in the construction of the table; e.g. Carbon fibre, aluminium.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
6.4	Specify the attenuation (%) of 140 keV photons.		
6.5	The imaging table should be able to be completely detached from the camera and wheeled to the side of the room.		
7	PHYSIOLOGICAL TRIGGERING		
7.1	The system shall be provided with a trigger input and appropriate software to enable acquired data to be gated for Electrocardiogram (ECG) gating cardiac studies.		
7.2	Indicate if the ECG gating is controlled by an independent ECG monitor or an ECG monitor built into the gamma camera.		
7.3	Indicate if a separate ECG gating device is supplied with the system.		
7.4	Indicate whether it is possible to store the ECG signal as part of the patient file and the ECG signal can be viewed afterwards.		
8	HOTLAB		
8.1	A fully functional SPECT hotlab needs to be included.		
8.2	The following items must be included:		
8.2.1	Necessary radiation warning signs.		
8.2.2	Dose calibrator for low to mid energy isotopes.		
8.2.3	Area monitor.		
8.2.4	L-Block for low to mid energy isotopes		
8.2.5	Tabletop shield with sides.		
8.2.6	Lead brick castle.		
8.2.7	Small fridge. (+/- 90 Litres)		
8.2.8	Hotpot for the preparation of cold kits.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
8.2.9	Lead syringe carrier.		
8.2.10	Decontamination kit for small spill.		
8.2.11	Syringe holder.		
8.2.12	3 vial shields.		
8.2.13	9.25MBQ CS 137 reference sources for dose calibrator.		
8.2.14	Forceps – straight for handling radioactive vials.		
8.2.15	Lead lined bins for disposal of radioactive waste.		
9	DATA ACQUISITION HARDWARE		
9.1	Specify the details of the computer supplied.		
9.2	Indicate the hardware platform that the data acquisition workstation run on (e.g. PC, MAC, SUN).		
9.3	The latest computer hardware shall be supplied.		
9.4	The system shall have a minimum speed of 2.8GHz. Specify the CPU speed.		
9.5	Specify the amount of memory installed.		
9.6	Specify the capacity of the hard disc drive.		
9.7	A flat panel LCD model with a minimum size of 19 inch shall be supplied.		
9.8	The monitor shall have a minimum resolution of 1024 X 1024.		
9.9	Specify any other storage devices available.		
9.10	Indicate how acquisitions can be initiated.		
9.11	The system should be able to display images in persistence mode to enable ease of patient positioning before initiating acquisition and also be available for each detector head.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
9.12	Rotate the acquiring image in multiples of 90 degrees.		
9.13	The software shall allow the creation of predefined user protocols for routine acquisitions.		
9.14	Indicate if the following can be specified in the predefined protocols: Study name, view name, energy window, matrix size, matrix depth, acquisition termination condition, image zoom, collimator, gantry and imaging table position.		
9.15	Indicate if these parameters can then be changed at the time of acquisition.		
9.16	It shall be possible for images to be acquired from each head independently and stored separately.		
9.17	Indicate if it is possible to store any study halted prematurely and to pause and restart acquisition without loss of data.		
9.18	Indicate how data is handled in the case of pixel overflow.		
9.19	Indicate if acquisitions are terminable either by pre-set count, pre-set time, manually or by count density within a user-defined ROI.		
9.20	Indicate the available matrix sizes and pixel depths for the acquisition types that the system is capable of performing.		
9.21	Specify the magnification factors available for zoomed acquisitions and indicate limitations thereof.		
9.22	The system shall have a range of pre-defined radio nuclides (protocols) such as ^{99m} Tc, ⁶⁷ Ga, ⁵⁷ Co, ¹¹¹ In, ¹²³ I, ¹³¹ I, ²⁰¹ Tl and ^{81m} Kr and it shall be possible for the user to define radio nuclides not included in the list.		
9.23	The system shall be able to correct for isotope decay for tomographic as well as dynamic acquisition.		
9.24	All acquisitions must be possible using conventional energy window settings that shall preferably be calibrated to in keV.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
9.25	Indicate whether acquisition scatter corrections are possible e.g. dual energy window, triple energy window.		
9.26	For dynamic acquisitions indicate the minimum and maximum time per frame as well as the increments.		
9.27	Indicate the number of different framing rates it would be possible to use during a single dynamic study.		
9.28	Specify the maximum length of a dynamic acquisition with respect to frames, time and counts.		
9.29	Automatic body contouring shall be possible for whole body and SPECT images. Provide details of the method used for automatic body contouring.		
9.30	Gated planar and SPECT acquisition is required. A minimum of 16 frames (gates) per cardiac is necessary. Specify the minimum and maximum number of frames that may be acquired during a cardiac cycle.		
9.31	The user shall be able to define a window of acceptable beat lengths. Data from all cardiac cycles that fall outside this window shall be rejected.		
9.32	If a cardiac cycle falls within or outside the acceptable beat length cycle, indicate how the data from this cycle is handled.		
9.33	Indicate the options for dealing with a gradual change in the patient's heart rate during a gated cardiac acquisition.		
9.34	The orbital movement for tomography shall include circular orbit, elliptical orbit and body contouring.		
9.35	State if it is possible to determine patient body outline.		
9.36	Gantry and bed positions shall be stored within the acquisition data file so that it can be used for patient repositioning.		
9.37	Indicate what collimators can be used for cardiac SPECT.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
9.38	Step and shoot acquisition shall be available and step angle increments and minimum and maximum shoot times and number of images indicated.		
9.39	Indicate what image zoom factors can be applied during acquisition of SPECT images.		
9.40	With the two heads positioned 90° apart in myocardial SPECT, how wide is the dead space in the corner between the detectors? Specify the distance from the face of one detector to the edge of the field of view of the other detector.		
9.41	Indicate how the ECG is displayed during acquisition.		
9.42	Specify the maximum and minimum number of frames into which each cardiac cycle may be divided.		
9.43	Describe how an acceptable beats window can be defined and what happens to both accepted beats data and rejected beats data.		
9.44	Indicate how acquisition time at each stop can be defined.		
9.45	Indicate if the gated SPECT data can be reformatted into an equivalent ungated study.		
9.46	Describe any methods that are used to ensure that bad beat data does not compromise the quality of the ungated data.		
9.47	The offered acquisition and processing stations shall be connected/interfaced fully at the hospital using standard ADSL lines and must be able to transfer images in DICOM and/or interlefile format. The systems should be able to connect to the existing PACS system and be able to transfer images in all formats to and from the archiving systems.		
9.48	It shall also be possible to interface to the laser printer from the processing stations for hardcopies and to CD/DVD for soft copies.		
10	FILE HANDLING AND DATA PROCESSING		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
10.1	The system must have standard directorate and file handling utilities.		
10.2	The system must have archiving and indexing software and allow searched using several different criteria such as patient name, ID number, study type, etc.		
10.3	Archive can be initiated e.g. automatically or manually.		
10.4	The system shall have the software to convert names to TIFF, JPEG, GIF or AVI format that are compatible with MS Windows.		
10.5	The system shall have the capability and necessary software for CD or DVD writing.		
10.6	Installation of third party software such as antivirus software shall be possible.		
10.7	The system shall be capable of connecting to other systems using standard Ethernet protocols.		
10.8	The system shall be able to reliably import and export data from and to other processors currently in use with DICOM facilities.		
10.9	The system shall have the necessary TCP/IP software to make communication by a standard network system possible.		
10.10	Indicate if automatic transfer of completed acquisitions is possible.		
10.11	Indicate if it is possible for the user to transfer studies from the system to a remote station (push) and/or remotely transfer studies from the system (pull).		
10.12	The bidder to provide details about the image archiving and storage facilities as well as the number of 512 x 512 resolution images that can be stored, on the internal hard drive(s). The hard drive(s) shall be 1TB, and easily upgradeable.		
10.13	It shall also be possible to store/archive images on commercially available CD-ROM or DVD disks in a generally recognizable and readable DICOM format.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
11	LASER PRINTER		
11.1	The system must include an optimal printer appropriate to the system.		
11.2	DICOM Compatible networked laser printer must be provided. (455 DPI or better, for printing on 18 x 24cm film size is required).		
12	UPS FOR GAMMA CAMERA		
12.1	UPS support must be included with at least 10 minutes back-up in order to allow to turn the system off in case the generator on site malfunctions.		
13	INFRASTRUCTURE SPECIFICATIONS		
13.1	The bidder is responsible for building the infrastructure where the machine will be placed.		
13.2	Infrastructure built needs to comply with all regulations required for a Gamma Camera according to the South African legislations.		
13.3	All bidders are required to visit the site prior to closing date.		
13.4	Example of building plans expected is herewith attached on annexure A and complete specifications can be found there.		
13.5	The bidder awarded this bid for the Gamma Camera shall be responsible for the following:		
13.5.1	CIVIL AND STRUCTURAL		
13.5.1.1	Building Plans drafting and approval.		
13.5.1.2	Collecting current approved Building Plans from the Hospital or Municipality Town and Regional Planning department.		
13.5.1.3	Submit Building Plans for Approval to the Municipality- Town and Regional Planning department		
13.5.1.4	Site Clearance for Building works.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
13.5.1.5	Excavation for foundations as per the approved building plans.		
13.5.1.6	Cast concrete for foundations and slab.		
13.5.1.7	Building up of structure walls as per approved building plans.		
13.5.1.8	Install single steel door frames as per approved plans.		
13.5.1.9	Building inspections (Contractor and Municipality).		
13.5.1.10	Roofing and Sheeting as per approved building plans.		
13.5.1.11	Building up of internal walls as per the approved building plans.		
13.5.1.12	Plastering of the internal walls.		
13.5.1.13	Electrical installation as per the approved building and system supplier approved drawings.		
13.5.1.14	Plumbing work in accordance with approved plans and system supplier drawings.		
13.5.1.15	Conduct and perform Structural and floor strengthening as per system supplier's designs and drawings.		
13.5.1.16	Hot Lab and Hot toilet walls must be Double Solid Bricks or 2mm Lead lined.		
13.5.1.17	Floor Level tolerance must be less than 0.5°.		
13.5.1.18	Room height minimum: 2.5m.		
13.5.1.19	Drainage: Cool down wastage reservoir before hospital drainage system.		
13.5.1.20	Fire escape.		
13.5.2	PRE INSTALLATION		
13.5.2.1	All walls to be painted (double coat).		
13.5.2.2	Perform structural reinforcing as per the system supplier structural design drawings.		
13.5.2.3	Supply vinyl suspended ceilings throughout the building as per the approved		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
	plans.		
13.5.2.4	Supply and install vinyl floor throughout the building as per approved plans.		
13.5.2.5	Supply and install heavy duty 800mm worktops in the examination room as per system drawings.		
13.5.2.6	Supply and install heavy duty 800mm worktops in the hotlab as per system drawings.		
13.5.2.7	Supply and install toilet and washbasin for the hot toilet as per the approved building plans and system suppliers drawings.		
13.5.2.8	Supply and install a reception desk as the approved building plans.		
13.5.2.9	Supply waiting area furniture, 8 steel heavy duty patient waiting chairs and reception desk including computer and chair.		
13.5.2.10	Supply furniture for the injection room, chair for the patient, dressing trolley and drug cupboard.		
13.5.2.11	Supply furniture for the doctor's office/Reporting Room, 2 patient chairs, a desk and an office chair for the doctor including computer.		
13.5.2.12	Supply furniture for change room, chair and a place where clothing can be hanged and another one for storage of clothes.		
13.5.13	Supply furniture for area of patients waiting to be examined after injection, 4 steel heavy duty chairs.		
13.5.14	Supply furniture for examination room including worktop for operator, computers and office chair.		
13.5.3	MECHANICAL		
13.5.3.1	Supply and installation of 34000 BTU air conditioner for the examination room as per system supplier's specification.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
13.5.3.2	Supply and install 24000 BTU air conditioner for the reception/waiting area as per the approved plans.		
13.5.3.3	Supply and 24000 BTU air conditioners in the doctors' office/reporting room as per the approved plans.		
13.5.4	ELECTRICAL		
13.5.4.1	Supply electrical power for the examination system as per system supplier's power requirement.		
13.5.4.2	Supply and install system Distribution Board (DB) as the system supplier's specification.		
13.5.4.3	Supply and cable channels as the system suppliers approved drawings and specification.		
13.5.4.3	Supply and install illumination lighting throughout the building as per the approved plans.		
13.5.4.4	Supply and install single phase power sockets for new equipment's/instruments as per the detailed layout drawing.		
13.5.4.5	Supply and install switches for lights as per the approved plans.		
13.5.4.6	Supply powder coated power skirting with power sockets and RJ 45 (2div) as per the system suppliers approved drawings and specification.		
13.5.4.7	Supply and install isolator and power sockets in ceiling for air conditioners as per the approved plans and drawings.		
13.5.5	IT AND NETWORKING		
13.5.5.1	Supply and run new network cables as per approved plans.		
13.5.5.2	Supply a network switch cabinet as the approved plans.		
13.5.5.3	Link IT network between new SPECT building to the existing hospital network.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
13.5.5.4	Supply all required switches for the SPECT building as per approved plans.		
13.5.5.5	Supply all power requirement for the network switches cabinet.		
13.5.5.6	Supply and install all network points as per the approved plans.		
14	GUARANTEE		
14.1	Must guarantee that the product offered has internal and external non-corrosive material/components, when exposed to extreme environmental factors.		
14.2	All equipment, materials and workmanship provided under this bid must be guaranteed for a minimum period of twenty-four (24) Months. The successful bidder must arrange with the respective Hospital and the Health Technology Services before Commissioning the equipment at the respective Hospital. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital and successful test and acceptance by the Health Technology Services.		
14.3	State percentage guaranteed up time of the machine. (Should be at least 99%).		
14.4	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such services will be for the bidders account.		
14.5	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.		
14.6	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by the Department of Health's Radiation Control Board during the guarantee period.		
14.7	Travelling and travelling time costs must be included in the guarantee period.		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
14.8	Spares that may be required during the guarantee period will be supplied at the expense of the bidder.		
14.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repairs under guarantee if it occurs within the first year after the expiry of the guarantee period.		
15	SERVICING		
15.1	The bidder must have a well-established service and repair facility to repair, service and calibrate the equipment offered.		
15.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance of the subcontractor must be submitted with this bid/quotation.		
15.3	If the service is subcontracted: State number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.		
15.4	Supply the name, address and telephone numbers of the local service department.		
15.5	Please supply details as follows:		
15.5.1	• Company name:		
15.5.2	• Physical Address:		
15.5.3	• Telephone number:		
15.6	State if the technicians are in the direct employ of the bidder or a subcontractor.		
15.7	The bidder must supply information on the number of technicians permanently working and their names and contact numbers must be listed (directly employed or subcontracted) in an annexure to the bid document.		
15.8	The technicians must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. N.N. Proof of original		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
	equipment manufacturer training must be submitted with this bid/quotation offer.		
15.9	The institutions requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment.		
15.10	The bidder must guarantee that no additional equipment will be required for the successful operation of the equipment bid for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.		
15.11	Optional accessories must be offered for separately on the schedule of optional accessories found at the end of this technical specification indicating catalogue numbers, correct descriptions and prices inclusive of VAT.		
15.12	Bidder must state the period of time for delivery of spare parts following the receipt of an official order as follows: 0 to 10 days, 0 to 20 days, 0 to 30 days, 0 to 60 days, 0 to 90 days or more than 90 days.		
15.13	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service/ repair manual, technical support and ongoing training support for technical staff of the HTS and the end users of the machine throughout the life cycle of the equipment offered.		
15.14	Spares must be available for ten (10) years from the original equipment manufacturer of the products offered.		
15.15	The bidder must supply all software including software-keys and/or passwords to allow for trouble shooting (fault finding), maintenance, calibrations, repairs and services at no additional cost.		
15.16	Does your company have an after hour service back up facility?		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
15.17	If the equipment is taken away for repairs, a loan set must be available on request to the end user by the institution until the institutions unit is returned. All costs incurred for providing the loan unit must be for the bidders account.		
15.18	The system offered must comply fully or exceed all of the minimum specification requirement as per Technical clauses.		
16	STANDARDS AND SAFETY		
16.1	Bidder must bid on the latest model and technology that fully complies with this technical specification.		
16.2	The bidder must indicate the expected life of their offered unit and software in years (minimum 10 years).		
16.3	The bidder must state how long this technology has been commercially available (state when the model offered was launched)		
16.4	The successful bidder must maintain a system for notifying and providing users with updates, modifications, new software releases and recalls.		
16.5	The unit must comply with an acceptable international electrical safety standard such as IEC 60601-1 and 60601-1-2 for medical equipment. Where the quoted equipment operated off an electrical supply.		
16.6	All equipment, the installation and any alteration/additions must comply with:		
16.6.1	The occupational Health and Safety Act (1993).		
16.6.2	The wiring code S.A.N.S. 0142.		
16.7	Units being quoted for must be CE Certified. The copy of the certification to be attached, and the make and model offered must be reflected on the certificate.		
16.8	The ISO 9000 or ISO 13485 certificate of manufacturer must be attached.		
16.9	The equipment being quoted must be protected against electromagnetic		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
	interference.		
16.10	Only new equipment must be quoted for. Refurbished and reconditioned being quoted will not be accepted.		
16.11	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the HTS at no extra cost to the final bid price.		
17	MANNUALS AND BROCHURES		
17.1	The successful bidder must include in their offer at no extra cost to the final bid price:		
17.2	Complete user operation/maintenance manual x2 Book/File, CD/DVD copies in English which must include the following information:		
17.3	Fault finding guide, circuit diagrams/schematics, circuit descriptions and PCB layouts, calibration guide, part numbers and exploded diagram of mechanical parts/panels.		
17.4	All the above manuals must be properly bonded in either a Book, file or CD form		
17.5	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.		
18	INSTALLATION		
18.1	State timeframe from awarded bid to completion of project.		
19	MAINTENANCE AGREEMENT		
19.1	Bidders must provide a fully comprehensive maintenance agreement and service agreement for a period of 3 years to commence upon termination of the 2 year		

	TECHNICAL SPECIFICATIONS	COMMENT	COMPLIES (YES/NO)
	guarantee period.		
19.2	The five year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations.		
20	COSTING		
20.1	Procurement price including 2 year warranty plan.		
20.2	Building cost.		
20.3	Total cost for full nuclear medicine suite.		
20.4	Cost for a 5 year maintenance plan after the two year warranty period.		
23.5	Cost for a 5 year maintenance plan after the two year warranty period. With year 1, 2, 3, 4, 5, added annually.		

8. EVALUATION CRITERIA

FUNCTIONALITY

FUNCTIONALITY	POINTS
A) SUPPLIER OF NUCLEAR MEDICINE EQUIPMENT EXPERIENCE [company experience in Nuclear Medicine and provide reference letters as proof]	5
3 or more projects	5
1 to 2 projects	3
Non submission	0
B) TRAINING [detailed training plan must be attached] Comprehensive training (includes initial training and with follow up training, outline of training duration and contents)	5
Non submission	0
TOTAL	10

Bidders must score 7 out of 10 to proceed to next evaluation stage.

A. PRICING

Evaluation Criteria: 80/20

- 80 = Price (NOTE: All bid price/should be VAT inclusive.
- 20 = Preferential Points (Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)
1	20
2	18
3	14
4	10
5	8
6	6
7	4
8	1

Technical enquiries:

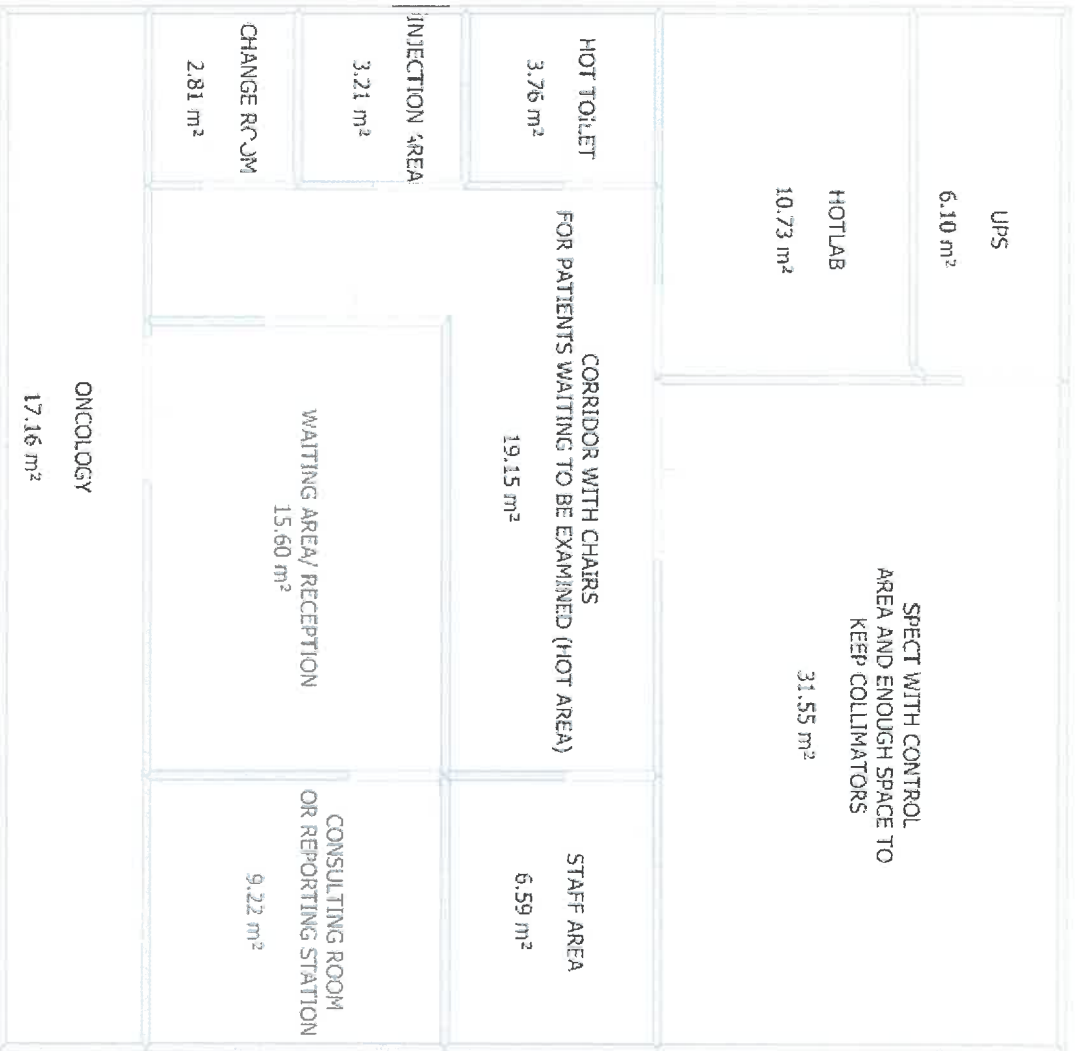
Contact person: Maria Gomes. E-mail: mgomes@nwpq.gov.za. Office number: 018 406 4544

Contact person: Norma Madhoo E-mail: nmadhoo@nwpq.gov.za. Office number: 018 391 4052

Please arrange your proposals as follows:

1. *Company profile and information*
2. *Compulsory tender documents*
3. *Provide all relevant and valid licensing, CE marking, FDA certification documents as required.*
4. *Completed and detailed technical specifications template*
5. *Detailed training plan*
6. *Detailed Warranty and Maintenance plans with cost*
7. *Pricing schedule and conditions.*
8. *Brochures of equipment offered.*
9. *Any other Annexure*

ANNEXURE A



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NWDOH28/2021	CLOSING DATE:	26 NOVEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF BUILDING INFRASTRUCTURE, SUPPLY, INSTALLATION AND COMMISSIONING OF A DUAL HEAD SPECT GAMMA CAMERA AND HOT LAB FOR NUCLEAR MEDICINE SUITE IN KLERKSDORP HOSPITAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR, NEW OFFICE PARK BUILDING, 3801 CORNER FIRST STREET AND SEKAME, MMABATHO (BEHIND THE CROSSING MALL)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS RMogolegang		CONTACT PERSON	Ms M Gomes/ Ms N Madhoo	
TELEPHONE NUMBER	018 391 4443		TELEPHONE NUMBER	018 406 4544 /018 391 4052	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	rmogolegang@nwpg.gov.za		E-MAIL ADDRESS	mgomes@nwpg.gov.za and nmadhoo@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	.....
-	Delivery:		*Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

80/20
or
90/10

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

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

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary
proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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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 security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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