GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

RFP NUMBER	GT/GDH/017/2023
RFP DESCRIPTION	THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CUSTOMER INSTITUTION	GAUTENG HEALTH INSTITUTIONS

BRIEFING SESSION	**Y** ✔	**N** ☐	**SESSION COMPULSORY**			**Y** ✔	**N** ☐	
			SESSION HIGHLY RECOMMENDED			**Y** ☐	**N** ☐	
BRIEFING VENUE	Department of Radiation Oncology, Steve Biko Academic Hospital, first floor Oncology Blo			**DATE**	18/05/2023	**TIME**	10:00-11:00	
COMPULSORY SITE INSPECTION	**Y** ✔	**N** ☐		**DATE**	N/A	**TIME**	N/A	
INSPECTION ADDRESS								

TERM AGREEMENT CALLED FOR?	**Y** ✔	**N** ☐	**TERM DURATION**	THREE YEARS	

CLOSING DATE	26/05/2023	**CLOSING TIME**	11:00 AM

TENDER BOX LOCATION

GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
  Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal | Page 2 of 4

PART A
INVITATION TO BID

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

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

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal | **Page 3 of 4**

Tender documents can be obtained from http://www.treasury.gpg.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CONTACT PERSON	JERRY PHUKUJE/MZIMKHULU GUNUNDU
TELEPHONE NUMBER	011 241-5761/5715
FACSIMILE	N/A
E-MAIL ADDRESS	jerry.phukuje@gauteng.gov.za/mzimkhulu.gunundu@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CONTACT PERSON	DR.S.BASSA
TELEPHONE NUMBER	012 354-2747
FACSIMILIE	N/A
E-MAIL ADDRESS	sheynaz.bassa@up.ac.za

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal | **Page 4 of 4**

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.
By signing this form, you consent to your personal information to be processed by the Gauteng Department of Health and consent is effective immediately and will remain effective until such consent is withdrawn.

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

_____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Health's (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

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

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.

6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.

7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1;

8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.

9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

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

Signed at ..... this ..... day of .....20……

…….. ……

Name of data subject/ designated person Signature

…… ……

Name/Surname/Dept of Responsible Party Signature

Date:

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

RFP NUMBER	GT/GDH/017/2023	CLOSING DATE	26/05/2023
VALIDITY OF RFP	90 DAYS	CLOSING TIME	11:00 AM

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000
*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

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

Point System

Points SHALL be allocated as follows:

90	**Points for**	PRICE
10	**Points for**	PREFERENCE POINTS

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

SERVICE BASED	**Y**		**N**	✔	SERVICE BASED	**Y**		**N**	✔	VALUE BASED	**Y**		**N**	✔
VALUE BASED	**Y**		**N**											
QUANTITY BASED	**Y**		**N**											
TERM BASED	**Y**	✔	**N**											

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Instructions to Bidders

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.

2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.

3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.

4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.

5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US $ 10 million is expected.

6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).

7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).

8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).

9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).

10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).

11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).

12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).

13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).

14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).

15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).

16. Delivery basis (not applicable for Pre-qualification of Bidders):

    (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.

    (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).

17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.

18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.

19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full

acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.

21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.

22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.

23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.

25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.

26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).

27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:

- NAME AND ADDRESS OF THE BIDDER;
- THE BID (RFP) NUMBER; AND
- THE CLOSING DATE.

The bid must be deposited or posted;

- posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
- deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.

28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.

29. **Compulsory GPG Contract**: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bidder's Disclosure

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES		NO	

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

Full Name	Identity Number	Name of State institution

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bidder's Disclosure

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

2.2.1 If so, furnish particulars:

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

YES		NO	

2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		**Date**	
Position		**Name of Bidder**	

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Briefing Session | Page 1 of 1

BRIEFING SESSION - DECLARATION OF ATTENDANCE

RFP NUMBER	GT/GDH/017/2023		
RFP DESCRIPTION	THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS		
RFP CLOSING DATE	26/05/2023	**CLOSING TIME**	11:00 AM

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on form RFP 01.

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH							
CUSTOMER INSTITUTION	GAUTENG HEALTH INSTITUTIONS							
DELIVERY ADDRESS								
BRIEFING SESSION	**Y**	✔	**N**		**DATE**	18/05/2023	**TIME**	10:00-11:00
VENUE	Department of Radiation Oncology, Steve Biko Academic Hospital, first floor Oncology Block, Capital Park Pretoria 0001							

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		**POSITION**		**SIGN**		**DATE**	N/A

FULL COMPANY NAME	

GPG OFFICIAL NAME		**POSITION**		**SIGN**		**DATE**	

GPT STAMP

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

RFP NUMBER	GT/GDH/017/2023
RFP DESCRIPTION	THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS
CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CUSTOMER INSTITUTION	GAUTENG HEALTH INSTITUTIONS

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples	☐	**SABS /Equivalent Certificate** May not be older than one (1) year,the cost of which will be for the account of the bidder.	✔	**Bidders Briefing Session**	✔

EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
A.Stage 1A: Mandatory Administrative Responsiveness Evaluation	
B.Stage 1B: Technical Evaluation	
C.Stage 2: Price and preference point evaluation	
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	90
Specific Goals	10
TOTAL	**100**

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1); Pricing and Specific Goals(Stage 2) be placed in two separate sealed envelopes marked:

- **Stage One–** TECHNICAL PROPOSAL
- **Stage Two–** PRICE AND PREFERENCE POINTS

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	

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

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

Comments to include:

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

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

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

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
POPI:	Protection of Personal Information Act
QC:	Quality Control
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SAHPRA:	South African Health Product Regulatory Authority
SCC:	Special Conditions of Contract
VAT:	Value- Added Tax
MRI:	Magnetic Resonance Imaging
GDoH:	Gauteng Department of Health

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

1. COPYRIGHT

2. THE PURPOSE

The purpose of this tender is to appoint a service provider for the supply, delivery, installation, commissioning and maintenance of High Dose Rate (HDR) Brachytherapy unit at Gauteng Health Institutions for a period of three years.

3. THE BACKGROUND

Steve Biko and Charlotte Maxeke Johannesburg Academic Hospitals currently provide radiotherapy treatments to patients within and outside the Gauteng Province. The hospital utilises High Dose Rate (HDR) Brachytherapy for the treatment of several different cancers. The units deliver high dose rate radiotherapy and is used mainly for the treatment of gynaecological cancers. It is an integral part in the curative treatment of cervical cancer and doubles both loco-regional control and overall survival rates as compared to external beam radiotherapy alone. Cervical cancer is most common in Sub Saharan Africa and each unit currently treats approximately 10-15 cases per day with brachytherapy. Cure can never be achieved without brachytherapy.

HDR brachytherapy is delivered through radioactive isotopes (most often) placed near the tumour. This is done through the placement of intracavitatory, intraluminal, interstitial or surface applicators depending on the site and indication for treatment. Applicator placement is done by the radiation oncologist, assisted by the nurse and radiation therapist. Imaging (CT, fluoroscopic imaging or MRI imaging) is used to guide applicator placements. Treatment images and brachytherapy planning systems are used to obtain the correct dosimetry and spare critical organs. Medical physics provides calibration, quality assurance and treatment planning assistance to ensure safe and effective treatment delivery. Treatment prescriptions vary from 2-5 sessions depending on the diagnosis and stage of disease.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

The tender will also include warrantee and maintenance contract. The unit must be able to provide 3-dimensional imaging for planning and store treatment records. Failure to perform the latter is in violation of the Group IV, hazardous Substance act of 1973, included in the hospital licensing conditions regarding the use of radionuclides for therapeutic treatments and documentation of radioactivity records. This tender is aimed to improve records keeping to prevent quality assurance audit finding.

4. LEGISLATIVE AND REGULATORY FRAMEWORK

4.1 The General Conditions of Contract (GCC):

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

4.2 The Special Conditions of Contract (SCC):

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

4.3 Applicable legal prescripts:

a. Public Finance Management Act, 1999 (Act No. 1 of 1999)
b. Preferential Procurement Policy Framework Act no. 5 of 2000
c. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
d. Open Tender Framework
e. Preferential Procurement Regulations of 2022
f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
g. Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
h. Protection of Information Act, 1982 (Act no 84 of 1982)
i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
k. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
l. The Protection of Personal Information Act (POPIA) (Act no 4 of 2013)
m. National Health Act (61 of 2003)

n. Health Professions Act (56 of 1974)
o. Hazardous Substance Act, 1973 (Act no 15 of 1973)

4.4 Applicable National Standards

a. IEC 60601 Compliance for electrical safety and essential performance.
b. ISO 13485 Compliance for Quality Management System.
c. ISO 2919:2012 Radiological protection — Sealed radioactive sources.
d. SAHPRA licence/certificate for compliance with South African Health Products Regulatory Authority.

5. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	**Section 1:** Technical Proposal of the tender All the returnable documents where applicable must be read, completed, signed and submitted. Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), must be in the English language. 1. SBD 01: Invitation to Bid 2. SBD 04: Bidder's Disclosure 3. Quality Standards Certifications: Products supplied to the Gauteng Department of Health must conform to the quality standards and international device regulations. The bidders must submit the following certifications together with the bid documents before the closing date and time of the bid: a. South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate A valid copy of the signed Licence/Certificate of compliance as proof of registration with South African Health Product Regulatory Authority.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

	4. Product Brochure: Bidders must submit the copy of fully comprehensive product brochures and the technical data sheets that includes the technical specifications of the items tendered for. ALL BROCHURES MUST BE CLEARLY MARKED: • Brochure with item description • Item number: to be indicated on brochure • Name of the company 5. Manufacturing Certificate: A valid copy of the Product Manufacturer Certificate, if the bidder is the original product manufacturer; or If the bidder is not the original product manufacturer a valid copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product. 6. Compulsory Briefing Session certificate The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. Certificate of Attendance issued to all bidders attended must be submitted with the bid documents. 7. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

	8. Copy of Central Supplier Database (CSD) Registration Summary Report: Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)
Part 2	All the supporting documents a. Organizational structure showing the technicians and the CV's of the technicians. b. Company profile. c. A valid copy of the accreditation issued by the South African National Accreditation System (SANAS) to the Inspection Body affiliated with the bidders for the Acceptance Quality Assurance Test and commissioning of the equipment offered. d. The bidders are required to submit a certified copy of the Registration as an importer with the South African Revenue Service (SARS) together with the Import Permit obtained from the International Trade Administration Commission (ITAC).
Part 3	**Section 2**: Financial Proposal of the tender. Completed Price Schedule document, referred to as Annexure B of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick. 1. SBD 3. 2: Price Schedule – Goods Non-Firm Prices. 2. Annexure B: Price schedule 3. SBD 6.1: Preference Points Claim

6. THE PRODUCTS SPECIFICATIONS

The bidders must refer to the attached **Annexure-A**

The product specification for the supply, delivery, installation, commissioning and maintenance of HDR Brachytherapy unit at Gauteng Health Institutions for the period of three years.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

7. EVALUATION METHODOLOGY

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

Stage 1A: Mandatory Administrative Responsiveness Evaluation

Stage 1B: Technical Evaluation

Stage 2: Price and preference point evaluation

The 90/10 preference point system, which is applicable to bids with a Rand value above R50 million (all applicable taxes included), shall be applied, were a maximum of 90 points will be allocated for price and maximum of 10 points for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

All bidders will be evaluated for the Mandatory Administrative Compliance as follows:

Table. 2 Returnable Requirements (Documents)

Item No.	Returnable Requirements (Documents)	Submitted (Yes/No)
1.	SBD 1: Invitation to Bid	
2.	SBD 3.2: Pricing Schedule - Non-Firm Prices (Purchases)	
3.	SBD 4: Bidder's Disclosure	
4.	Quality Standards Certifications: Products supplied to the Gauteng Department of Health must conform to the quality standards and international device regulations. The bidders must submit the following certifications together with the bid documents before the closing date and time of the bid.	
	4.1 South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate A valid copy of the Licence/certificate of compliance as proof of registration with South African Health Product Regulatory Authority.	
5.	Product Brochure, fully comprehensive and Technical Data Sheets: Bidders must submit the copy of fully comprehensive product brochures and the technical data sheets that includes the technical specifications of the items tendered for.	

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

	ALL BROCHURES MUST BE CLEARLY MARKED: • Brochure with Item description • Item number: to be indicated on brochure • Name of the company	
6.	Manufacturing Certificate: A valid copy of the Product Manufacturer Certificate, if the bidder is the original product manufacturer; or If the bidder is not the original product manufacturer, a valid copy of the Manufacturing Certificate as well as a valid copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product.	
7.	Compulsory Briefing Session Certificate: The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified. The bidders must sign the Briefing Session Attendance Register. Minutes of all proceedings during the compulsory briefing session shall be recorded and be binding. Bidders must submit the signed briefing session certificate issued at the briefing session with the bid documents before the closing date.	

If a bidder fails to meet any of the requirements stated above, the bidder will be disqualified and will not be evaluated any further.

STAGE 1B: TECHNICAL EVALUATION

Only bidders who have complied with the Mandatory Administrative Compliance will be evaluated for stage 1B: Technical Evaluation.

Bidders must observe and refer to the product specifications of HDR Brachytherapy unit, namely; The Product Specification for the Supply, Delivery, Installation, Commissioning and Maintenance of HDR Brachytherapy unit at Gauteng Health Institutions for the period of three years. See attached Annexure A.

The completed original product Specification in MS Excel format must be submitted as follows:

a. The Product Specification in MS Excel format that is attached below must be completed in order to submit it in original.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

b. Each response to the line item will be verified in the brochures, technical data sheets, user and technical manuals submitted by the prospective service providers.
c. Bidders must indicate each line item on the brochure by stating the page number and paragraph on column F (Reference to Brochure / Technical Data Sheet (verification), line 17 of the technical specification annexure A.
d. Should the information required not be stated in the brochures, technical data sheets, user and technical manuals the bidder should then supply a letter from the manufacturer to verify the response.
e. The bidders must refer to the Microsoft Excel to indicate the compliance with the product specification.

If a bidder fails to meet the minimum threshold score of 8 or higher out of 11 points in respect of specifications (line) with a weight of 1 , the bidder will be disqualified (Bidders are referred to Annexure-A for technical evaluation).

STAGE 2: PRICE AND SPECIFIC GOAL

The 90/10 preference point system, which is applicable to bids with a Rand value above R50 million (all applicable taxes included), shall be applied, were a maximum of 90 points will be allocated for price and maximum of 10 points for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022.

Bidders are referred to:
- The SBD 3.2 Non-firm prices (Purchases)
- Annexure-B for pricing schedule and
- The SBD 6.1 for price and specific goals preference point claim.

For this tender the Gauteng department of health apply the following RDP goals: Goal (2) (f) The promotion of the enterprise/s/companies enterprises located in a specific province for work to be done or services to be rendered in that province, Goal (2) (i) The empowerment of the work force by standardising the level of skill and knowledge of workers, Goal (2) (j) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills as stated in Gauteng Department of Health Preferential Procurement Policy of 2022.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

Table 3. The maximum points for this tender are allocated as follows:

PRICE AND SPECIFIC GOAL REQUIREMENTS	POINTS	DOCUMENTORY PROOF
POINTS FOR PRICE	90	SBD 3.2 and Annexure B (Pricing Schedule)
POINTS FOR SPECIFIC GOAL (1): RDP goal (2) (f) Promotion of enterprise/s/companies located in Gauteng Province.	5	Bidder must submit a valid copy of the lease agreement or current municipal bill or a valid copy of title deed (submitted evidence must be in the bidder's name).
POINTS FOR SPECIFIC GOAL (2): RDP goal (2) (i) The empowerment of the work force by standardising the level of skill and knowledge of workers	3	This includes providing skills development and training programs relating to the machine operation and as well as improvement of clinical outputs. Bidder must submit past or existing programs in which these initiatives were/are implemented.
POINTS FOR SPECIFIC GOAL (3): RDP goal (2) (j) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills	2	Proof of company bursaries to study at tertiary/higher education institutions. Or Training / skills development programs implemented for staff. A valid copy of a letter or policy outlining the training will suffice.
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	

Failure by the bidder not to submit proof or documentation required in terms of this tender, bidder will forfeit preference points for specific goals.

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

NB: Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

8. COMPULSORY BRIEFING SESSION

The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified. The bidders must sign the Briefing Session Attendance Register. Minutes of all proceedings during the compulsory briefing session shall be recorded and be binding. Bidders must submit the signed briefing session certificate issued at the briefing session with the bid documents before the closing date.

9. GENERAL AND SAFETY CONDITIONS

9.1. Licenses:

Brachytherapy machine must be approved and licensed by the South African Health Product Regulatory Authority (SAHPRA). The successful bidders must –

a. Submit a valid copy of the license or Letter of Compliance for the utilization of imported medical devices or locally manufactured medical devices.
b. Grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to the equipment offered.
c. Submit the installation and user license application form (RC Dealer Form) of the equipment to Radiation Control Directorate.
d. The import / product license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Authorization must be obtained from the OEM.
e. A copy of a valid import / product license issued by the Directorate Radiation Control of the National Department of Health in terms of the Hazardous Substance Act 15 of 1973 and associated Regulations, must be submitted.
f. State all the same or other similar products installed and the reference sites where such equipment is currently in operation in RSA or elsewhere since 2000.

9.2. Acceptance Tests:

The successful bidder must –

Ensure that the required Acceptance Tests are performed immediately after installation.

9.3. Electrical power supply:

The successful bidder must -

a. Verify that adequate electrical power supply is available for the optimal functionality of the equipment.
b. If electrical power supply is found to not be adequate, then an upgrade that meets the Certificate of Compliance must be provided.
c. The power input must be 220-250V, 50Hz AC offered, where applicable. Bidders must ensure that the product quoted for is fitted appropriately with a 16A Dedicated Red Solid Pin SABS-approved plug.
d. The equipment tendered for must not overload and trip the Hospital power in the area where it is installed.
e. The mains cable of the unit tendered for must be SABS color coded. Details must be included.
f. The plugs must be surge protected.
g. UPS systems must be provided to support all electrical hardware covered in this tender.

9.4. Building alterations and installation

The bidder must -

a. Provide a separate quotation for building alterations, where applicable.
b. Be responsible for all the building, air conditioning, electrical, mechanical and plumbing alterations, which can only be executed through the approval of the Department of Infrastructure Development (DID) and the Facility Management Unit (FMU) at the Institution, where applicable.
c. Consult the Facility Managing Unit (FMU) at the Health institution and the regional representative of the Gauteng Department of Infrastructure Development (DID) in respect of the building alterations in order to establish minimum standards.
d. Inspect the site in order to quote for any building alterations that need to be made to accommodate the equipment tendered for. A building plan should be presented to the

Facility Management Unit at the Health institution who will in turn obtain the necessary approvals prior to commencement of actual work.

e. Specify the following on the quotation for building alterations:
   1. Electrical alterations, where applicable (specify).
   2. Mechanical and plumbing alterations, where applicable (must be specified).
   3. Including other related work (must be specified).
   4. In the event of any delay in the installation, this must be communicated to the relevant institution in writing.

f. The successful bidder must in consultation and co-operation with the Asset Management Unit at the Health institution, remove any equipment located in existing brachytherapy units or areas designated for the new installation and, arrange for official disposal. Please note that the existing equipment remains the property of the Health institution, where applicable.

g. Modifications of existing treatment units or building of treatment units will be based on institutional needs and requirements.

h. Details of equipment layout and electrical drawings must be made available in both print and digital format.

i. The successful bidder shall allocate appropriate staff members that must be available for consultation and installation planning sessions during the period of installation until completion.

j. A pre-installation survey is required in order to identify any gaps that may affect equipment installation. The Health institution must be notified of these along with the measures to be taken to address these

k. Construction alterations:

   Air conditioning, where applicable (specify), as follows:
   1. Include any air conditioning that is considered necessary for optimal functioning of the unit.
   2. Any such air conditioning must be covered by the two-year guarantee period.
   3. The air conditioner must be 18 000 BTU or above.

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

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

1. The delivery of the equipment to the institution.
2. The finalization of the building alterations.
3. Time required for installation and commissioning from the date of delivery of the equipment to the institution.
4. Total time required from the placement of the order to the commissioning of the equipment.

9.5. Radiation Protection

The successful bidder must -

a. Provide all Quality Control Test Tools for basic testing of the applicable Systems.
b. Radiation shielding to be provided, 1x ceiling mounted, 1x table mounted, mobile shields on wheels for each machine ordered.

9.6. Technology

a. No product or part thereof shall be second hand or refurbished.
b. The bidder must be able to upgrade all software linked to the system at no added cost during the contract period.
c. The system must be upgradeable to maintain and enhance functionality. If the upgrade is incompatible with the existing hardware system, then the hardware must be replaced to facilitate this during the contract period.
d. The offered product must comprise of the latest technology offered by the bidder at the time of installation. The technology and the date of initial manufacture of the technology range must be stated. All software and hardware must be of the latest version for the system being installed and at time of installation.

9.7. Manuals and documentation

The bidders must submit an original print copy and electronic copy of all the brochures that includes the brand and complete technical specification as follows:

a. Full printout of the brochure file.
b. The Product brochure as well as the technical product data sheets.

c. The successful bidders must submit the complete service / repair and user manual book as follows:

1. Fault finding guide
2. Circuit diagrams / schematics
3. Circuit descriptions and PCB layouts
4. Calibration guide
5. Part numbers and exploded diagram of mechanical parts / panels

d. An electronic copy of the manuals and documentation in English must be supplied as follows:

1. Complete operator /user manuals
2. DICOM conformance statements
3. HIS and RIS/PACS conformance statements
4. Quality assurance manuals
5. Service manuals with full maintenance procedures, parts lists, system diagrams and electrical, mechanical and pneumatic schematics.
6. Logbook with instructions for daily, weekly, monthly and quarterly maintenance checklists.
7. Certificate of calibration and inspection from factory.
8. The vendor shall provide updates and revisions of the manuals at no extra charge for the lifetime of the equipment.

9.8. Warranty, Maintenance and Quality Control Testing

a. The three-year warranty will commence after formal acceptance and handover of the equipment.

b. The three -year warranty must be provided for all the equipment in the tender document.

c. Bidders must supply a three-year warranty against poor workmanship and latent defects and parts, as follows:

1. The warranty must include all materials used and all workmanship.
2. All software updates must be included in the warranty at no extra costs.
3. Spares and traveling time cost to be included in the warranty. Spares should be available within two to five working days.
4. A callout and backup service for urgent service requests must be available 24 hours a day, 365 days per week. This must be included in the warranty. The response time must be within two hours of callout.

5. If the equipment provided cannot be repaired during the warranty period, it must be replaced with new equipment immediately. This must be formally communicated to the relevant institution.

d. The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services – Head of department of Radiation Oncology / Medical Physics before commissioning the equipment at the respective hospital / institution.

e. The equipment will only be accepted after the commissioning and approval for use by Radiation Control Directorate / SAHPRA.

f. Software changes to the equipment that are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life span of the equipment.

g. Software upgrades including migration to different versions must be included and hardware upgrades to facilitate compatibility of software must also be included for the duration of the contract.

h. In the event of equipment being removed for service and repair off site (during the warranty and maintenance periods) replacement equipment must be made available to the relevant institution for the short term until the repaired equipment is returned for functional use.

i. Unit up time must comply as follows:

1. Up-Time is defined as follows: 24/7; i.e. 365 days X 24 hours = 8760 hours. A down time of 2% relates to 175 hours per annum.
2. The up time of the unit must exceed 98%, excluding times for scheduled preventative maintenance and software upgrades as measured on a quarterly basis. Any deficit below 98% will be added to the warranty period.
3. A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up time is less than 98%.

j. The lifespan and end of support date of the equipment offered must be indicated.

k. Spare parts must be new and guaranteed for the specified life of the equipment, with a minimum of ten years.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

l. In case the maximum number of source transfers is about to be exceeded, the respondent shall guarantee the delivery of a replacement source with appropriate maximal activity within ten (10) working days of the respondent receiving notice.

m. The seven-year maintenance, service and repair contract will commence after the three-year warranty period has expired, as follows:

1. This contract would cover service (including upgrades) repairs, spare parts and maintenance.
2. Labor, travelling and accommodation where applicable
3. Specify the total cost per year and the cumulative cost for the seven-year all-inclusive service contract.
4. The contract must cover, but not be limited to the following; all parts (including, where appropriate, X-Ray tubes and other glassware).
5. The seven-year maintenance plan must also include all quality checks and quality assurance requirements (including Annual QA-tests by SANAS accredited inspection bodies) and also all required calibrations.
6. Equipment required to conduct these tests should be included for the full duration of the contract.
7. All software updates (automated and version upgrades) must be included in the seven-year maintenance plan at no extra costs.
8. For each and every repair, service and maintenance and all other services (upgrades, updates, etcetera) a job card must be furnished.
9. Accessories that will require replacement during the service period should be stipulated and cost provided. The warranty and replacement cycles should be stipulated and cover the 7-year all-inclusive service and maintenance period.
10. Spare part kits should specify all spare parts that will be included and stored on-site.

n. Source replacement: to be included for ten-year period per unit. 3-year warranty, 7 years maintenance following warranty including source replacement, equipment, hardware, software, IT systems. Bidder must provide a breakdown for different components including warranty, applicator replacements and source replacement.

o. The bidder must indicate if brachytherapy applicators that are subject to limited usage and if these will require replacement over the contract period. The lifespan and replacement times must be included and replacement applicators should be included over the period of the contract.

p. Sources shall be replaced at intervals determined by the half-life or activity, or earlier should the maximum number of source transfers be exceeded in that period, until the

contract of supply is terminated in writing by the Contractor or the Hospital. The cancellation of the supply of a radioactive source contract by either party shall require ninety (90) days' notice. Cancellation by the Contractor shall also be subject to the Contractor providing a suitable alternative supplier of source/material compatible with the Brachytherapy unit purchased under this Request.

9.9. Commissioning of the equipment

The equipment and accessories ordered shall be delivered, installed, tested and commissioned at the expense of the bidders prior to acceptance.

9.10. User and Technical Training

a. Application based: This relates to the use of software and hardware related to installation. Includes fundamentals to operate and expand use.
b. Technical on site: post installation use of hardware and software, update of new applicators and use thereof.
c. Go live training: real-time patient management.
d. Supportive and troubleshooting: post operational challenges, problem solving, staff assessment and assisting with gaps in knowledge and problems in practical application
e. Remote/Specialized: The supplier should provide expert training off site at a facility which has an established MRI Gynecology and Prostate HDR (MRI guided and sonar). This should include onsite training at a site which has an established unit and expertise.
f. Training will include a group of local oncologists, physicists and radiotherapists and will be available for at least four teams over a period of two years.
g. Expert training for implementation of interstitial brachytherapy Gynecological applicators.
h. Expert training for implementation of Prostate brachytherapy.
i. The training shall extend over a period of 3 years starting with Gynecologic Brachytherapy followed by prostate brachytherapy.

10. PAYMENT TERMS

Section 38(1) (f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the

successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

11. THE CONDITIONS OF THE BID AWARD

a. The Gauteng Department of Health reserves the right to award or not to award the tender.

b. The bid will be awarded to the bidder whose bid scored the highest combined price and preference points for specific goals out of 100.

c. The Gauteng Department of Health reserves the right to award the same item to more than one bidder to address product availability and compatibility and this will be at the discretion of the "Bid Evaluation Committee".

d. The successful bidder must be tax compliant when tender is awarded.

e. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).

f. The successful bidder will be required to submit valid copy/s of competency certificates of each technician/s employed by the bidder relevant to the equipment offered on the installation, commissioning, calibration and maintenance of the item/s tendered for.

12. TRAVEL

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on "rendered on site" at the Gauteng Department of Health institutions.

13. AUTHORISATION DECLARATION

a. Any bidder who is sourcing goods or services from a third party must compile an "Authorization Declaration" in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.

b. The Gauteng Department of Health reserves the right to verify any information supplied by the bidder in the Authorization Declaration and should the information be found to be false or incorrect, the Gauteng Department of Health will exercise any of the remedies available to it in the bid documents.

c. The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Gauteng Department of Health.

14. COUNTER CONDITIONS

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

15. FRONTING

a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

d. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

16. VALIDITY PERIOD

Bids are held to be valid for a period of (90) days after the closing date of the tender advert.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

17. CONTRACT PERIOD

The contract shall be for a period of three years.

18. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

a. Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.

b. The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

c. A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.

19. THIRD PARTIES

a. The Gauteng Department of Health will not make a payment to or consult regarding orders with a third party.

b. No third party is entitled to put an account on hold.

20. PRICE SCHEDULE

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

a. Price schedule (Annexure B) must be submitted in pdf, as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick.

b. Hard Copy Format:

The original (print copy) must be written clearly and legibly.

c. Soft Copy Format:

The electronically (digital copy) must be submitted on a memory stick to the Gauteng Provincial Treasury Tender Office. A memory stick must be clearly marked with the Company Name and tender number. The electronic copy in Excel format will be used by the BEC to compile the evaluation worksheets of the bids.

d. The bidders must ensure that there are no discrepancies between the electronic copy saved on a memory stick and the original hard copy. If any discrepancies are detected,

the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

e. Each original bid with the memory stick must be submitted in a separate, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope.

1.2. Tender Price:

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

a. A detailed quotation that indicates what items are included and showing the breakdown of prices.

b. The purchase pricing schedule must be completed in full.

c. The tender price must specify the standard items included in the equipment offered as well as the optional items not included.

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

1. The price of the unit.
2. The maintenance plan of seven years. Details must be stated.
3. Standard items.
4. Optional items separately.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/017/2023: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

21. ENQUIRIES

TECHNICAL ENQUIRIES:

Prof S. Bassa: E-mail: Sheynaz.bassa@up.ac.za

ADMIN ENQUIRIES:

Mr Jerry Phukuje/Johannes Ngwenya

: jerry.phukuje@gauteng.gov.za /johannes.ngwenya@gauteng.gov.za.

GAUTENG PROVINCE
REPUBLIC OF SOUTH AFRICA

ANNEXURE-A: PRODUCT SPECIFICATION

THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HIGH DOSE RATE (HDR) BRACHYTHERAPY UNIT AT GAUTENG HEALTH INSTITUTIONS FOR A PERIOD ON THREE YEARS

Note:

1. Technical Compliance

The equipment offered must be technically compliant with all mandatory specifications and meet the minimum threshold to qualify for consideration for the next phase of evaluation.

2. Scoring of the bids

2a. Weight: Each specification will have a weight of 1 or a hash (#), which indicates the level of importance, as follows:

1 - A specification with a standard level of importance that must be complied with.

- Indicates a specification with a essential level of importance, where the bid offer will be disqualified, if the specification is not complied with.

2b. Score: The Bid Evaluation Committee will assign a score of 0 or 1 for each specification, which indicates the level of compliance, as follows:

0 - The specification does not comply.

1 - The specification is fully compliant.

2c. Weighted and Total Score: The score will be multiplied by the weight to give the total score for each specification and be added up.

2d. The bidders must comply as follows with the specification:

i. The bidders must comply with all the specifications (line items) with a # weight.

ii. The bidders must obtain a minimum threshold score of 8 or higher out of 11 points in respect of specifications (line) with a weight of 1.

A	B	C	D	E	F
Item no.	**Product Specification**	**Weight**	**Comply (Yes/No)**	**Details of Product Offered (Provide your answers in this Column. You are advised to be straight to the point)**	**Reference to Brochure / Technical Data Sheet (verification)**
1	**GENERAL DESCRIPTION**				
1.1	High dose rate remote afterloader brachytherapy unit.	#			
2	**Compulsory Technical specifications**				
2.1	A high dose rate remote afterloading unit using a single high activity radiation source for brachytherapy is required.	#			
2.2	The afterloading unit shall be used for intra-cavitary, intraluminal, interstitial and intra-operative brachytherapy	#			
2.3	The source positioning system of the afterloading unit accommodates the highest possible level of safety as per regulatory requirement.	#			
2.4	Successful testing according to ISO 2919:2012-08 or as accepted by SAHPRA.	#			
2.5	**Compulsory Functional specifications:**				
2.5.1	Capable of delivering high dose rate remote afterload treatment. The unit must be capable of performing multi channel variable dwell time brachytherapy. Vendor must indicate the number of channels that will be provided.	#			
2.6	**Safety Features:**				
2.6.1	Safety Features: The afterloader shall be permanently installed in a radiation shielded treatment room. The respondent shall specify the room shielding requirement for the afterloader offered. The room must be constructed to comply with these requirements.	#			

2.6.2	It must be possible to exchange sources remotely in the shielded treatment room. The exposure to staff to ionizing radiation during the source exchange process shall be kept to a minimum and within the levels of radiation exposure satisfying the requirements of SAHPRA.	#			
2.6.3	The HDR treatment delivery system must have a "check" cable that automatically checks for a free and unobstructed pathway for the source to the most distal dwell position (of each and every programmed channel) immediately prior to treatment. There shall be a reliable means to clearly distinguish between the dummy and the active sources with full details provided by the respondent. It should also be possible to use the check cable as a "Dummy" source to allow simulation of possible source locations.	#			
2.6.4	The afterloader takes minimal space and is easily manoeuvrable around the patient within the treatment room	#			
2.6.5	A rechargeable battery back-up power source shall be incorporated in the Brachytherapy design to protect against a power failure. The batteries shall be sufficient to maintain all systems for a period of at least one hour. Battery is under service maintenance contract	#			
2.6.6	The treatment unit shall also be designed so that, when the rechargeable battery power source has not adequately charged (or has completely failed altogether), a warning fault message or operational interlock shall occur	#			
2.6.7	The source must be automatically retracted in the event of any system or power failure. As a back up, an independent emergency drive system must also be incorporated in the system	#			
2.6.8	Manual retraction of the radioactive source must be possible in an emergency situation and in the case of total power failure where automatic return of the radioactive source is not possible.	#			
2.6.9	The treatment time and source position must be continuously monitored so that a permanent record may be recovered after an interrupted treatment. The method of monitoring and recording of all treatment must be specified.	#			
2.6.10	The brachytherapy system shall have a back-up timer in the case of failure of the primary timer that controls the treatment period of exposure. Both timers shall be capable of terminating the treatment at the set time, in the case of the primary timer, and at a specified time after the end of the set time, in the case of the back-up timer.	#			
2.6.11	An interlock system must be provided for a door interlock which, if the door is activated, automatically retracts the radioactive source back into the shielded safe. The respondent must also supply a list of any other interlock options.	#			
2.6.12	The respondent must include an appropriate independent radiation monitor, which provides a clear indication of the radiation level in the treatment room.	#			
2.6.13	The respondent must include audiovisual patient monitoring system that enables real-time observation of the patient, afterloader and auxiliary patient monitoring equipment. System should include two cameras with pan, tilt, zoom movements, all cameras displayed on one screen (> 20") and the system shall be backed up by a UPS.	#			

2.6.14	The system must ensure that treatment is inhibited and that the radioactive source does not leave the safe until the following has been established: • all applicator connections have been verified; • the path between the source housing and the distal end of the treatment volume is free of obstructions; • it has been confirmed that all planned dwell positions can be reached • the door is closed	#			
2.7	**Quality assurance**				
	System must come with a set of quality assurance tools:				
2.7.1	Standard accessories necessary for the complete and proper functioning of the equipment.	#			
2.7.2	The HDR system must have an adequate range of QA accessories. A full list of accessories available with the system must be provided by the respondent.	#			
2.7.3	Clinical QA devices: In vivo dosimetry for real time patient monitoring (bladder and rectal doses) must be included.	1			
2.7.4	Standard absolute dosimetry calibration kit with source specific well-type ionisation chamber, source insert, electrometer, thermometer and barometer.	#			
2.7.5	Check source ruler for daily source position check, with transfer tube.	#			
2.7.6	Two Boxes of EBT 3 films for Autoradiography	1			
2.7.7	Survey meter with external Geiger -Mueller counter.	1			
2.7.8	Laptop with recent software for Calibration of source activity (Microsoft office and Invivo dosimetry). Laptop must have capability of running software. Minimum 17 in screen with appropriate hardware and software. Hardware and software must be updated over period of maintenance.	#			
2.8	**Treatment control system**				
2.8.1	The Treatment Control System must be capable of plan transfer via a network connection. Details and any alternative methods of plan transfer shall be provided by the respondent.	#			
2.8.2	The Treatment Control System must be capable of plan transfer via a network connection. Describe how it is ensured that the latest version of the plan is used.	#			
2.8.3	The Treatment Control System must allow storage of multiple standard plans, keep track of a patient's fractionated treatment, allow easy editing of treatments [protected by password for authorized users] and act as a treatment verification computer.	#			
2.8.4	Two dimensional and three dimensional CT/MRI compatible treatment planning system with all IT requirements to ensure compatibility and functionality with DICOM compatibility.	#			
2.8.5	Operation of the system should be protected by key and individual passwords for each operator, to prevent operation by unauthorized users.	#			

2.8.6	Treatment plans and images must be stored on a server/cloud system. Server and cloud must be of adequate speed and capability to store data generated	#			
2.8.7	Server based image import/export system-allows connectivity between CT/MRI simulator and HDR planning unit or any other diagnostic unit at all times.	#			
2.9	**Remote operating console**				
2.9.1	The remote operator console shall clearly indicate whether: • the source is in, out or in transit from the storage shield; and • machine status.	#			
2.9.2	Any treatment unit operational faults shall be clearly and unambiguously displayed at the remote control. A visual and acoustic alarm shall be activated when a major fault occurs.	#			
2.9.3	The remote operator console shall clearly indicate whether: • the source is in, out or in transit from the storage shield; and • machine status.	#			
2.9.4	Any treatment unit operational faults shall be clearly and unambiguously displayed at the remote control. A visual and acoustic alarm shall be activated when a major fault occurs.	#			
2.9.5	Access to critical data must be password protected and limited to authorized users. It should also be possible to create several levels of authorization.	#			
2.9.6	Warnings must be given in plain text with clear indication of actions to be taken.	#			
2.9.7	The Treatment Control System should act as a treatment verification device with the Treatment Control System controlling the treatment.	#			
2.9.8	The treatment times must be automatically corrected for the decay of the radioactive source. The respondent shall provide details.	#			
2.9.9	A UPS must be included to maintain treatment data, operation of the treatment control system and afterloader in case of external power failure. If a power failure takes place, there should be some means (e.g. a printer) to automatically record all patient treatment data, source configurations and times. Please provide details of the recording device.	#			
2.9.10	In the event of external mains failure, after power is re-established it should be possible to resume treatment, following user acknowledgment, at the exact dwell position where treatment was interrupted, with the remaining dwell time accurate to within 0.1 second.	#			
2.9.11	The display unit must show step position and the corresponding dwell time to 0.1 second accuracy.	#			
2.9.12	The Control System should include a hard copy feature to allow a printout of treatment data including step size, dwell position, treatment dwell time and in particular the information about the patient. It must also be possible to print out standard plans and the history logbook mentioned above. The Respondent shall provide an example of a treatment report. Printer must be provided.	#			

2.9.13	It must be possible to manually program a treatment. With the correct authorization it must also be possible to edit a treatment.	#			
2.9.14	A protection circuit must be included to prevent treatment without the treatment applicators being correctly connected.	1			
3	**Radiation source and source transfer mechanism**				
3.1	**Source:**				
3.1.1	The source shall have a typical predefined nominal activity. The exact activity of each source shall be certified by the Respondent with full details of its specifications including accuracy of the calibration. Any limitations in the certification of the radioactive source must be stated.	1			
3.1.2	The physical source dimensions should be as small as possible but shall be no greater than: • 5mm active length; • 5mm total length; and • 0.9mm external diameter.	1			
3.1.3	The source cable combination must be tested and certified to withstand a minimum of 5,000 transfers per source.	1			
3.1.4	Source must be suitable for insertion into interstitial needles, which are 17 gauge or smaller.	1			
3.1.5	The source/cable design must be such that it will not perforate treatment catheters.	1			
3.1.6	The respondent shall provide details of any other isotopes/sources available for use with the afterloading unit.	1			
3.2	**Source position accuracy**				
3.2.1	The afterloading system must meet source position accuracy of ± 1 mm (This refers to the absolute position of the source in the applicator and not just step accuracy).	#			
3.2.2	To establish the expected position of the radioactive source, a radiation opaque, non-active dummy source(s) shall be available to use to indicate the active source positions. The Respondent shall provide details of the non-active dummy source operation.	1			
3.2.3	Sources must be stepped in a manner that ensures the uncertainty due to "backlash" is less than 0.5 mm.	#			
3.3	**Source installation**				
3.3.1	The maximum time period and the maximum number of source transfers between source changes shall be specified.	#			
3.3.2	Sources shall be replaced at intervals determined by the half life or activity, or earlier should the maximum number of source transfers be exceeded in that period, until the contract of supply is terminated in writing by the Contractor or the Hospital. The cancellation of the supply of a radioactive source contract by either party shall require ninety (90) days notice. Cancellation by the Contractor shall also be subject to the Contractor providing a suitable alternative supplier of source/material compatible with the Brachytherapy unit purchased under this Request.	#			

3.3.3	The total system including radioactive sources shall have current authorization for import into this country from its country of origin. The respondent will be responsible for delivery of all equipment including radioactive sources to the Department of Radiation Oncology.	#			
3.3.4	In the event that the maximum number of source transfers is about to be exceeded, the respondent shall guarantee the delivery of a replacement source with appropriate maximal activity within ten (10) working days of the Respondent receiving notice.	#			
3.3.5	The respondent shall provide full details on: • the radioactive source manufacturer(s); • the reliability of source delivery dates; and • the method and time schedule of the source deliveries.	#			
3.3.6	The respondent must provide source replacement for the period of maintenance	#			
3.3.7	The source change procedure must be performed in a safe and expedient manner. During source change, the manufacturer's engineer must also perform preventative maintenance and inspection (PMI). The respondent shall indicate time required for source exchange and PMI.	#			
3.3.8	The respondent should submit a list of the ten (10) most recent source exchanges performed, listing the site, contact name, intended date of installation, actual date of installation, and the installed source activity.	#			
3.3.9	The system must use a drive cable to assure necessary strength and flexibility. A diameter of the cable will be specified, where 0.9 millimetres is the maximum allowed.	#			
3.4	**Accuracy**				
3.4.1	State the type of source drive mechanism.	#			
3.4.2	A feedback circuit to assure precise source positioning is required. The system should be able to detect and respond to source movement during the dwell period.	#			

4	**Unit shall comprise**				
4.1	Treatment console and planning area	#			
4.2	Treatment delivery area	#			
4.3	Operating room area: including clinician wash area and theatre space for insertion of applicators.	#			
4.4	Patient waiting area	#			
4.5	WC and sluice area	#			
4.6	Patient recovery area	#			
4.7	Rooms should be adapted for brachytherapy purposes	#			
4.8	**Lighting**				
4.8.1	Specialised theatre lights (LED) must be installed in designated spaces including treatment room and theatre designated for insertion of applicators	#			
5	**Treatment bed**				
5.1	A special bed designed for patient positioning and transfer for brachytherapy. The bed must allow leg support in lithotomy, patient transfer to and from CT and MRI scanner. Bed table must interchangeable for CT and MRI use. Electronic operational mechanism with over ride feature enabling movement in different axes. Bed must allow for applicator clamping, IV bag positioning and head support framework	#			
Total Weighted score		11			

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SERVICE DESCRIPTION

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

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

AND

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

AND WHEREAS

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

AND WHEREAS

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

Table of Contents

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

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

1.1.1 clause headings are for convenience and are not to be used in its interpretation;

1.1.2 unless the context indicates a contrary intention an expression which denotes:-

1.1.2.1 any gender shall include the other genders;

1.1.2.2 a natural person shall include a juristic person and vice versa;

1.1.2.3 the singular shall include the plural and vice versa; and

1.1.2.4 references to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

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

1.2.1 **Agreement** means this agreement read together with the General and Special Conditions of Contract of Contract RT3-2009R which form an integral part of this Agreement

1.2.2 **Copy Charges** means the consideration, where applicable, (or, as the context may require, part thereof) payable by the End-user to the Supplier for the maintenance to be provided by the Supplier in terms hereof, which is the amount payable for each black and white or colour copy (as the case may be) that is produced by the equipment at the rate as set out in Addendum 1 of this Agreement, and which is calculated by multiplying the total black and white or colour copies (as the case may be) so produced during a copy period by the charge payable for each black and white or colour copy (as the case may be) as stipulated in Addendum 1 of this Agreement.

1.2.3 ***Copy Period*** means a period of one calendar month, each month commencing on the 1st day of each month (except the first period, which will be the period from Commencement Date until the last day of that calendar month). Copy Period means the period during which copies are made, calculated by means of an opening and closing meter reading, on a monthly basis.

1.2.4 ***End-user*** means the government institution described on

page one hereof.

1.2.5 ***Equipment*** means all or any, as the context may require, of the equipment which is/are or will be the subject matter of this Agreement and which are more fully described in Addendum 1 of this Agreement.

1.2.6 ***Initial Period*** means the period of 36 (thirty six) months from the Commencement Date.

1.2.7 ***Maintenance*** means the obligation assumed by the Supplier to maintain the relevant equipment in proper and efficient operating condition on the terms as set out herein and in accordance with the specifications applicable to the relevant equipment.

1.2.8 ***Rental*** means the consideration payable by the End-user to the Supplier for the use of the equipment in the amounts as stipulated in Addendum 1 of this Agreement.

1.2.9 ***Working day*** means days on which business is generally conducted, i.e. Saturdays, Sundays and official public holidays excluded.

1.2.10 **Commencement date** means the date on which the installation and commissioning of equipment is completed.

1.2.11 **Material *breach*** means an event that goes to the root of this agreement.

1.2.12 ***Month*** means calendar month.

1.2.14 ***Termination date*** means 36 months after the commencement date.

2. DURATION AND TERMINATION

2.1 This agreement shall commence upon the commencement and shall endure for a period of 36 months and automatically terminate on the termination date by effluxion of time, unless terminated earlier or extended in terms of the provisions of this contract;

2.2 This agreement, may at the sole discretion of the End user, be extended in writing for a maximum period of twenty four months on the same terms and conditions except for the rental which shall be reduced by 75% (seventy five percent) of the rental specified herein.

3. OBLIGATIONS OF THE SUPPLIER

3.1 DELIVERY AND INSTALLATION

3.1.1 The Supplier undertakes to:

3.1.1.1 deliver the equipment conforming exactly to the description of the equipment as specified in addendum 1 of this agreement;

3.1.1.2 deliver and install new and unused equipment at the location selected by the End-user;

3.1.1.3 ensure that the equipment is delivered and installed in good condition and working order;

3.2 MAINTENANCE

The Supplier undertakes to:

3.2.1 ensure that the equipment performs in accordance with the manufacturer's specifications;

3.2.2 keep and maintain the equipment rented by the End-user in good and proper condition and working order and in such manner that the End-user will have the use thereof in an efficient operating condition, and to take such reasonable preventative action as may be necessary or open to it in order to limit the incidence and frequency of breakdowns of equipment to a minimum.

3.2.3 for this purpose The Supplier shall ensure that a qualified technician responds promptly to any notification of the End user of a breakdown or malfunction of any equipment.
The response time on such notification shall be as follows:

3.2.4 forthwith provide temporary loan equipment to the End-user if the fault in the equipment cannot be repaired, or is not expected to be reasonably repaired, within the period as set out in of this Agreement.

3.2.5 the availability of an adequate number of qualified technicians and personnel on a full-time basis to perform the maintenance required under this Agreement;

3.2.6 to make available the services of a fully qualified technician from 08h30 to 16h30 each working day to carry out preventative maintenance on the equipment;

3.2.7 to supply the quantities of spare parts, toner, developer, fuser oil and other consumables necessary to keep the equipment in proper operating condition;

3.2.8 to make available of full coverage maintenance, including preventive maintenance, all service calls and replacement all defectives or worn parts including expandable parts, and all consumable supplies. Should the Supplier fail to provide any of the consumables, or repair or replace with an equivalent unit, any equipment as required, then the Rental Copy Charges for the relevant month in respect of such equipment shall be forfeited by the Supplier and accordingly the End-user shall not be required to pay such rental and copy charges. Should the Supplier not have remedied the failure within 10 (ten) working days of notice from the Enduser then the End-user shall be entitled on written notice to the Supplier to immediately terminate the Agreement in respect of the relevant equipment at no additional cost or penalty to the End-user and the Supplier shall be obliged to remove the relevant equipment listed in the Agreement at is sole cost and expense;

3.2.9 remove the equipment from location of the End-user on termination of this Agreement at no additional charge;

3.2.10 perform all the services in terms of this contract with due care skill, efficiency and diligence in accordance with the best professional practice;

3.3 **PRODUCT SUPPORT**

3.3.1 The Supplier will from time to time and to the extent that is reasonably necessary or required by the End-user for the proper utilisation of the equipment, provide advice and assistance to the End-user and to provide such reports and data relevant to the usage of the equipment as may reasonably be required by the End-user.

3.3.2 Without limiting the generality of its obligations under clause

3.3.1 The Supplier hereby authorises the End-user to install access key control devices on the relevant equipment and will provide all necessary assistance to ensure the proper integration of the access key control devices with the equipment. The Supplier shall also assist the End-user in the installation of any copy control devices and copy management devices on the equipment as may be reasonably required by the End-user.

3.3.3 Where The Supplier or any of its employees, agents or independent contractors ("Representatives") accesses the premises of the End-

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

3.4 TRAINING

3.4.1 On installation of the equipment, The Supplier shall provide adequate training to the personnel of the End-user at no additional charge.

3.4.2 Instruction manuals shall also be provided by the Supplier free of charge for all equipment rented in terms of this agreement. The instruction manuals shall contain, but not be limited to, the following information:

3.4.2.1 Defining the capabilities of the equipment (specification).
3.4.2.2 Describing the technical operations of the equipment.
3.4.2.3 Describing the use criteria of the equipment.

3.4.3 The Supplier shall also provide such further training may be required by the End User from time to time.

3.5 INDEMNITY AND INSURANCE

The Supplier hereby:

3.5.1 Undertakes, at its own expense, to indemnify, protect and defend the End User from and against all actions, claims, losses or damages arising from any negligent act or omission by the Supplier including but not limited to all damages or loss which may be payable or arise as a result of any claim or proceedings in respect of the death, injury to any person and the loss or damage to any property which may arise out of or in consequence of the execution of any obligations in terms of this agreement;

3.5.2 at its expense take out and keep in force in respect of the indemnity given by it in terms of this agreement a public liability insurance policy providing cover with a limit of not less than R 3 000 000-00 (three million rand) for any one occurrence of an insured peril in any year and unlimited as to cumulative amount in respect of more than one such occurrence in any year;

3.6 SUBCONTRACTING

It is recorded that:

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

3.6.2 No sub-contract can create contractual relations between any subcontractor and End- User;

3.6.3 The Supplier shall be responsible for all the acts, defaults and negligence of its subcontractors and their experts, agents or employees as if they were acts, defaults or negligence of the Supplier shall not be absolved from its responsibility from under this clause on the basis that such person was acting outside the scope of its engagement by The Supplier.

3.6.4 The Supplier will provide the End user with a list (regularly updated for the duration of this agreement) of all the subcontractors that it intends using to perform all or any of its functions in terms of this agreement.

3.7 **CONFIDENTIALITY**

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

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

4.1 The End - user undertakes to:

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

5. **BREACH**

5.1 Either party commits a breach of contract where it fails to discharge any of its obligations in terms of this agreement;

5.2 Should either party commit a material breach of this agreement ("the defaulting party") and fail to remedy such breach within ten (10) days of written demand from the other party ("the aggrieved party") then the aggrieved party may, in addition to any other rights and remedies that it may have, including the right to claim damages:-

5.2.1 Claim specific performance ;

5.2.2 or Terminate this agreement, such termination to be effective immediately upon receipt by the defaulting party of written notice to that effect

5.3 In any case where the End – User is entitled to damages, then the End -user may claim such damages from the Supplier;

5.4 This agreement shall automatically and without notice terminate upon occurrence of the following events:

5.4.1 a receiver, liquidator or administrator is appointed over any of the property or assets of that the Supplier;

5.4.2 the Supplier makes any voluntary arrangement with its creditors by reason of financial difficulty or becomes subject to an administration order, or provisional or final liquidation or insolvency order;

5.4.3 the Supplier goes into liquidation or is declared insolvent;
or

5.4.4 that the Supplier ceases, or threatens to cease, to carry on business.

6. PAYMENT

The End – User shall pay the Supplier:

6.1 the rental applicable to the contract at the time of signing this agreement which rental shall be fixed for the entire initial rental period of 36 months. In the event of the extension of the contract, the rental shall reduce by 75% of the original rental The first Rental Charge shall be paid after the Commencement Date of the Agreement, within 30 days of the date of the original copy of statement or tax invoice to the Enduser and shall thereafter be payable monthly in arrear within 30 days of the last day of the month in which The Supplier delivers an original copy of statement and tax invoice to the End-user.

6.2 Copy Charges, applicable on the contract at the time of signing this Agreement will apply and would thereafter be adjusted on the thirteenth month and twenty-fifth month of the contract period.

6.3 The first of the Copy Charges shall be paid within thirty (30) days in which the original copy of statement and tax invoice in respect thereof is rendered, and shall thereafter be payable monthly in arrears on the first day of the month following the month in respect whereof the Copy Charge has arisen or within 30 days of the last day of the month in which the original copy of statement and tax invoice is delivered to the End-user,
whichever is the later.

6.4 Payment shall be paid by electronic means into bank account :
Name :
Bank :
Branch :
Account number :

6.5 No other charges other than those set out herein will be payable for any other service rendered unless specifically agreed to in writing by the parties

7. NOTICES AND DOMICILIA

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

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

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

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

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

7.3 Any notice shall be deemed to have been given:

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

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

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

8. GENERAL

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

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

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

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

8.4 ***Severability.*** Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

8.5 ***Applicable Law.*** This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

8.6 ***Jurisdiction.*** The Parties hereto hereby consent and submit to the jurisdiction of such High Court of South Africa, in any dispute arising from or in connection with this Agreement.

8.7 ***Survival.*** Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

_____

END USER

WITNESSES

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

_____

SUPPLIER

WITNESSES

1. _____

2. _____

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERs ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on 0860 011 000.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)	
DATE:	

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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