

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

NOTES

THE TENDER BOX IS OPEN

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



Provincial Supply Chain Management

INVITATION TO BID

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

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	POINT SYSTEM	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:

--

3 DECLARATION

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

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

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

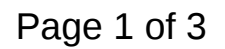
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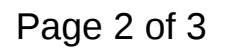
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature		Date	
Position		Name of the Bidder	





2024/11



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

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

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

Comments to include:

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

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

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITION OF CONTRACT GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

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GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITION OF CONTRACT GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
EME:	Exempted Micro Enterprise
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
POPIA:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
QSE:	A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITION OF CONTRACT GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

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1. THE PURPOSE

The purpose of this tender is to appoint a service provider for the supply, delivery, installation, commissioning, and maintenance of Urology Suites for Gauteng Department of Health institutions for a period of 3 years.

2. THE BACKGROUND

Urology is one of the surgical specialities in the field of medicine. It focuses on conditions that affect the female and male urinary tract. Urologists also treat medical conditions that affect male reproductive organs. Professionals in this speciality encounter a wide range of clinical issues therefore they must possess knowledge on gynaecology, internal medicine, and paediatrics. Urologists can specialize in paediatric urology, urologic oncology, renal transplantation, male infertility, urinary tract stones, female urology, or neurology. Various instruments are used in the diagnosis, treatment, and management of urological conditions.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 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).

3.2 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.

3.3 Other legal prescripts:

- The Constitution of SA 1996 (Act 108 of 1996), Section 217
- Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- Public Finance Management Act, 1999 (Act No. 1 of 1999)
- Preferential Procurement Policy Framework Act no. 5 OF 2000



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITION OF CONTRACT GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

- Preferential Procurement Regulations, 2022
- Open Tender Framework
- Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- Protection of Information Act, 1982 (Act no 84 of 1982)
- Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)

4 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 documents included in Section 1 must be read, duly completed, signed where applicable and submitted. Product information documents (e.g., catalogues, operating manuals, instruction leaflets, etc.), in at least the English language. 1. SBD 01: Invitation to Bid 2. SBD 4: Bidders 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: 3.1 A valid copy of IEC 60601 Certificate 3.2 A valid copy of ISO 13485 Certificate 3.3 A valid copy of SAHPRA license or Letter of Compliance for the utilization of imported medical devices or locally manufactured medical devices. 4. Product Brochure and Technical Data Sheets: - Bidders must submit the fully comprehensive product brochures in and a copy of the technical data sheets that includes the technical specifications of the items tendered for. - ALL BROCHURES MUST BE CLEARLY MARKED: • Brochures for (Item description) • Item number: to be indicated on brochure • Name of the company



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	5. A Valid Commitment Letter: If the bidder is not the original product manufacturer, a copy of the valid commitment letter from the original product manufacturer, reseller or wholesale supplier that authorizes the bidder to resell the product. Or If the bidder is a Manufacturer (not sourcing products from another company), a valid commitment letter to be submitted stating that products will be produced and distributed from own facility should be attached. Other required documents 6. 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. 7. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). 8. If a bidder signs the SBD forms as the owner of the company, bidder must submit proof of ownership (CIPC/Shareholder certificate) or a signed authorization letter on the letter head authorizing the delegate to sign on behalf of the company.
Part 2	All other supporting documents of proof required for the Technical Evaluation specifications: - Organizational structure showing the technicians and the CVs including qualifications of the technicians. - Company profile. - A valid certified 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. - Any publication or supporting document for the Technical Evaluation Certificate - The bidders are required to submit a certified copy of the Registration as an importer with the <u>South African Revenue Service (SARS)</u>.



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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. Bidders are requested to fully complete and sign the SBD forms 1. SBD 3.2: Price Schedule – Goods Non-Firm Price If applicable) 2. Annexure B: price schedule (total cost of ownership) urology suites 3. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
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5 THE PRODUCTS SPECIFICATIONS

5.1 The bidders must refer to the attached **Annexure A**:

The supply, delivery, installation, commissioning and maintenance of Urology Suites for Gauteng Department of Health institutions. The bidders must complete the Tender Specification as follows:

The Bidder must complete the Tender specification as follows:

5.2 The original Tender Specification must be submitted.

The Tender Specification in MS Excel format that is attached below must be completed in order to submit it in an electronic copy in Excel format (not PDF), captured and saved on a memory stick in its original form and must be saved on a memory stick.

5.3 Each response to the line item will be verified in the brochures, technical data sheets, user and technical manuals submitted by the suppliers. Should the information required not be stated in the brochures, technical data sheets, user and technical manuals the vendor should then supply a letter from the manufacturer to verify the response.

5.4 The bidders must refer to the Microsoft Excel to indicate the compliance with the tender specification.

5.5 The bidder's response to each line item will be verified in the product brochures, technical data sheets and the user & technical manuals submitted by the bidders. If the information provided by the bidder is not stated in the brochures, technical data sheets and the user & technical manuals, the bidder shall be required to supply a letter from the original equipment manufacturer to verify the response.



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6 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 Evaluation
- Stage 1B: Technical Evaluation
- Stage 2: Price and Preference Points Evaluation

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations 2022 and the Gauteng Department of Health Preferential Procurement Policy, 2022.

STAGE 1A: MANDATORY ADMINISTRATIVE RESPONSIVENESS

All bids received will be subjected to a mandatory administrative responsiveness in line with the below requirements. This phase is not scored and any bidder who fails to comply with the mandatory requirements shall consider the bid unresponsive and shall be disqualified.

1. 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 with the bid documents before the closing date and time of the bid:

- a. A valid copy of IEC 60601 Certificate
- b. A valid copy of ISO 13485 Certificate
- c. A valid copy of SAHPRA license

2. Product Brochure, fully comprehensive and Technical Data Sheets:

Bidders must submit the fully comprehensive product brochures in pdf format and a copy of the technical data sheets (must also be submitted in pdf format) that includes the technical specifications of the items tendered for.

ALL BROCHURES MUST BE CLEARLY MARKED:

- Brochures for (Item description)
- Item number: to be indicated on brochure
- Name of the company



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Bidders that do not submit will be disqualified.

3. Valid Commitment Letter

If the bidder is not the original product manufacturer, a copy of the valid commitment letter from the original product manufacturer, reseller or wholesale supplier that authorizes the bidder to resell the product.

Or

If the bidder is a Manufacturer (not sourcing products from another company), a valid commitment letter to be submitted stating that products will be produced and distributed from own facility should be attached.

4. Compulsory Standard Bidding Documents

The bidders must duly complete, sign and submit the following Standard Bidding Documents that are compulsory:

- a) SBD 01: Invitation to Bid
- b) SBD 4: Bidders Disclosure

If a bidder does not meet the requirements stated above the bid will be disqualified

STAGE 1B: TECHNICAL EVALUATION

Only bidders who have complied with Mandatory Administrative Responsiveness Evaluation Stage 1A will be evaluated for the Technical Evaluation.

Bidders must observe and refer to the tender specifications for the supply, delivery, installation, commissioning, and maintenance of Urology Suites for Gauteng Department of Steve Biko and other Health Institutions. **See attached Annexure A**

If a bidder does not meet the technical specifications requirements, their bid will be disqualified.



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STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the previous stages of evaluation will be considered for the price and preference points evaluation.

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations 2022 and the Gauteng Department of Health Preferential Procurement Policy, 2022.

Bidders are referred to the SBD 3.2 and Annexure A for pricing schedule and the SBD 6.1 for the Preference Point System.

Bidders are referred to:

- The SBD 3.2 Non-firm prices (Purchases)
- Annexure-B for pricing schedule and
- The SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022

The Gauteng Department of Health will promote the specific goals as follows.

Table 2. The maximum points for this tender are allocated as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Bidders are required to submit, together with their bids, the following to verify claimed points
PRICE	80	90	SBD 3.2 and Annexure B (Pricing Schedule)



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SPECIFIC GOALS: The Promotion of the enterprise in the Gauteng province for work to be done or services to be rendered in the Gauteng Province.	20	10	Municipal account/Affidavit /Lease agreement – must be in the name of the enterprise. NB: Municipal account must not be older than 3months.
Total points for Price and Specific Goals	100	100	

Failure by the bidder not to submit proof or documentation required in terms of this tender as stated on Table 2, will forfeit preference points for specific goals.

The GDoH reserves the right, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding specific goals, in any manner required.

7. CESSION

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

8. GENERAL AND SAFETY REQUIREMENTS

8.1 Licenses

- All electro-medical devices must be approved and licensed by NDoH Directorate: Radiation Control.
- A copy of a valid import / product licence 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. Failure to submit such a valid license will result in a tender not being considered.
- The import / product licence must be registered under the bidder's 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.
- The successful bidder must submit the installation and user license application form (RC Dealer Form) of the equipment to Radiation Control Directorate.
- The successful bidder must ensure that the required Acceptance Tests are performed immediately after installation.



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- f. The successful bidder must submit the acceptance test results to Radiation Control, to facilitate approval for functionality of the unit by the user.
- g. The bidder must be prepared to provide a reference where the same equipment has been installed in South Africa for demonstration.
- h. The cost of the starter pack and all essential accessories that must be supplied so that the unit can be put into immediate operation, must be included in the bid price.
- i. The successful bidder must 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.
- j. The successful bidder must grant licenses and access to third party supplier (for example PACS), as per written agreement at no extra cost, for connectivity of their systems to replace (loan) equipment.

8.2 Power Supply

- a. The successful bidder must verify that adequate electrical power supply is available for the optimal functionality of the equipment.
- b. If electrical power supply is found not to be adequate, then an upgrade that meets our Certificate of Compliance must be provided by the successful bidder.
- c. The power input must be 220-240V, 50Hz AC offered, where applicable. Bidders must ensure that the product quoted for is fitted appropriately with 15 Amp SABS approved mains plug that is held together by screws or sealed.
- d. A single phase in / out power supply must be offered, where applicable also stating the operating Amps and Watts of the equipment.
- e. A three phase in / out power supply must be offered, where applicable also stating the operating Amps and Watts of the equipment.
- f. The internal power supply of the system must have an integrated voltage stabilizer.
- g. The equipment tendered for must not overload and trip the hospital power in the area where it is installed. Resettable overcurrent breaker/s must be fitted for protection.
- h. The mains cable of the unit tendered for must be SABS colour coded.
- i. The equipment quoted for must be protected against electromagnetic interference (IEC 60601-1-2). Details of measures that will be taken to protect the unit against electromagnetic interference.
- j. Maintenance free batteries must be offered.
- k. UPS of suitable rating conforming to IS-302 must be supplied for the equipment.

8.3 Building alterations and installation

- a. The successful bidder is 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.



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- b. The successful bidder must 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 to establish minimum standards.
- c. The successful bidder must inspect the site to quote for any building alterations that need to be made to accommodate the equipment tendered for. A comprehensive 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.
- d. The bidder must remove, decommission, and dispose of the old urology suites and prepare the surface and the ceiling in order for the new equipment to be installed (this should include removal of old equipment cables and provide waterproofing of the ceiling to prevent water damage to the new equipment). Must be completed as per the bullet k below.
- e. The following, but not limited to, must be included in the tender price and must be part of the maintenance period of the equipment offered:

Construction alterations not limited to the following:

- Room to be compliant with radiation and safety standards / ALARA principles.
 - All construction must be done in compliance with the National Building Regulations (NBR).
 - The floor must be replaced with a vinyl surgical theatre type flooring to minimise spread of infections.
 - The bidder must provide comprehensive built in cupboards for storage of procedure related consumables and equipment.
 - Bidder to renovate existing scrub area in accordance with end-user specifications. This includes all the plumbing necessary.
 - Medical gas pendant to be installed in the room as per end-user specification.
- f. Appropriate air conditioning to be installed in the room as per the South African National Standard (SANS) in order to maintain constant optimum temperature for correct operation of the equipment.
 - g. Bidders must inspect the site for installation and must quote for any building alterations that needs to be made to accommodate the equipment offered. Bidders must be responsible for all building, air conditioning, electrical, mechanical, and plumbing alterations in accordance with the end-user specifications. A comprehensive plan should be presented to the Facility Management Unit at the Institution who will in turn obtain the necessary approvals prior to commencement of actual work.
 - h. Lead glass window as per Radiation Board equipment and room requirements



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- i. Wall mounted bracket/s to accommodate the hangers for heavy duty lead aprons.
- j. The following will be completed within 12-24 weeks after receiving purchase order: Project management principles must be adhered to and the sequence to be discussed and agreed with the end-user.: GANTT Chart of the project must be provided to the end-user stating the following:
 - i. Delivery of the equipment to the institution.
 - ii. Finalise the building alterations. (More importantly should be completed prior to commencement of new equipment installation)
 - iii. Installation and commissioning of the equipment.
- k. The vendor shall provide documentation to describe the pre-installation and installation requirements.
- l. The successful bidder is required to provide equipment layout and electrical drawings in brochure form.
- m. The staff of the successful bidder shall be available for consultation and to attend installation planning meetings throughout the entire installation process of the system.
- n. The successful bidder must do a pre-installation survey and notify the health institution of any gaps affecting the installation of the equipment.
- o. The successful bidder shall provide any recommendations and solutions to identified installation gaps.
- p. The successful bidder shall provide any recommendations and solutions to identified installation gaps.

8.3.1 Radiation Protection

All QC Test Tools for basic testing of the applicable Systems must be provided. Details must be stated.

8.3.2 Air Conditioning

Bidder must include any air conditioning that is considered necessary for optimal functioning of the unit. Any such air conditioning must be covered by the guarantee offered on the unit and servicing of the air conditioning units for the guarantee period and must be included in the tender price. The air Conditioner service must also be included in the 3-year guarantee / warranty and the further 7-year maintenance contract (including the replacement of the air conditioning system if necessary).

8.3.3 Technology

- a. No product or part thereof shall be second hand or refurbished.
- b. The equipment offered must be of the latest model, top of range and with the latest software version and package - state the model, range, and version as well as the date of initial manufacture.



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- c. The end-user must be informed if there is a newer model of the same equipment that will be launched within the stipulated time frame of 12-24 weeks. If so, then the newer model to be launched must replace the current model in this tender.
- d. The bidder must be able to upgrade the software at no cost during the life span of the equipment.
- e. The bidder must guarantee that no additional equipment, parts or software, excluding consumables, will be required for the successful operation of the equipment quoted. A starter pack of all essential accessories must be supplied so that the unit can be put into immediate operation.

8.3.4 Manuals and documentation

- a. The bidders must submit an original hard copy as well as an electronic copy of all the brochures as follows:
 - o The original Brochure printouts and pdf format; and in English.
 - o The marketing brochure as well as the technical product data sheets in English.
 - o The technical product data sheets must be fully comprehensive with the full technical specifications of the equipment and all the accessories, including the full details of the brand, model, and clear technical specifications.
 - o The successful bidders must submit the complete service / repair and user manual book in English as follows:
- b. Original manuals must be supplied.
The service / repair and user manual book must include the following information:
 - o Fault finding guide.
 - o Circuit diagrams / schematics
 - o Circuit descriptions and PCB layouts
 - o Calibration guide
 - o Part numbers and exploded diagram of mechanical parts / panels
- c. Memory stick of the manuals and documentation in English must be supplied.
The following must be submitted in English:
 - o Complete operator /user manuals
 - o DICOM conformance statements
 - o HIS and RIS/PACS conformance statements
 - o Quality assurance manuals
 - o Service manuals with full maintenance procedures, parts lists, system diagrams and electrical, mechanical, and pneumatic schematics.
 - o Logbook with instructions for daily, weekly, monthly, and quarterly maintenance checklists.
- d. Certificate of calibration and inspection from factory.
The vendor shall provide updates and revisions of the manuals at no extra charge for the lifetime of the equipment.



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9.3.5 Tender Price

- a. 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 must be made.
- b. The following prices must be submitted and indicated separately:
 - i. A detailed quotation that indicates what items are included and showing the breakdown of prices.
 - ii. The three-year warranty must be included in the unit price of the equipment. The purchase pricing schedule must be completed in full.
 - iii. The tender price must specify the standard items included in the equipment offered as well as the optional items not included. The bidder must clearly distinguish the cost of the standard and the optional items in the pricing schedule.
 - The price of the unit.
 - Optional items separately.
 - The warranty of three years.
 - The maintenance plan of seven years.
 - The service costs.:
 - ✓ Rate per hour
 - ✓ Rate per km
 - ✓ Travelling time
 - The training requirements.
 - The required building alterations.
 - The required consumables to operate the equipment.

9.5.6. Warranty, Maintenance and Services Specifications

- a. The three-year warranty will commence after formal acceptance and handover of the equipment.
- b. The warranty must include services performed on all the equipment in the tender document.
- c. The bidder must state the number of services that will be provided during and up to the end of the warranty period. The recommended number of scheduled services and QC tests per annum must be included during and up until the end of the warranty period and all costs related to the provisions of such service/s will be for the bidder's account.
- d. Scheduled Services by Technical Staff and Annual QC tests by Inspection Bodies, must be performed during normal working hours, from 08h00 to 17h00 during weekdays.
- e. Bidders must supply a three-year warranty against poor workmanship and latent defects and parts, as follows:
- f. The warranty must include all materials used and all workmanship.



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- g. All software updates must be included in the warranty at no extra costs.
- h. Spares and traveling time cost to be included in the warranty. Spares should be available within three to five working days.
- i. A callout and backup service for urgent and emergency service requests must be available daily for 24 hours and be included in the warranty. The response time must be within two hours for urgent and an hour for emergency. Bidder must provide an after sales 24 hours / 7 days a week support and service (including weekends and public holidays). Bidder to provide a letter head with an emergency contacts details in case of a break down.
- j. The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services - HOD of Radiography / Radiology / Medical Physicist before commissioning the equipment at the respective hospital / institution.
- k. The equipment will only be accepted after the commissioning and approval for use by Radiation Control of the equipment to be ready for the first patient.
- l. 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 of the equipment.
- m. Bidder's must have an established service and repair facility in the province of Gauteng and must be available at regional level. If the service is sub-contracted to a local agent, a signed copy of the letter of appointment and acceptance must be submitted with this bid / quotation.
- n. The name, area in Gauteng, address and telephone number/s of the service department must be provided. (Proof of residence must be provided)
- o. State the details of reference sites where same equipment is currently in operation in RSA or elsewhere since 2000: (Name of Institution / Contact Person / Telephone number / Fax number / E-mail address)
- p. State if the SANAS accredited Inspection Bodies are directly employed by the bidder. Details are stated in supporting documents provided.
- q. If movable equipment is taken away to the service and repair facility for repair and maintenance during the warranty and maintenance periods, a loan set must be supplied for use by the institution.
- r. If the equipment bided for is irreparable during the warranty period, it must be replaced, and the institution be furnished with new equipment.
- s. Up-Time is defined as follows: 24/7; i.e. 365 days times 24 hours = 8760 Hours. A down time of 2% relates to 175 hours per annum.



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- t. The up time of the unit must comply as follows:
 - o The up time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. State up-time. The percentage lower than 98% will be added to the warranty period.
 - o 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%.
 - o The seven year all inclusive, fully comprehensive preventative maintenance, service and repair contract will commence after the three-year warranty period has expired.
- u. Bidders must supply an all-inclusive, fully comprehensive seven-year preventative maintenance, service, and repair contract on all equipment, as follows:
 - o This contract would cover, but not be limited to the following: labour, travelling, accommodation, service, and maintenance.
 - o Specify the total cost per year and the cumulative cost for the seven-year all-inclusive service contract.
 - o The contract must cover, but not be limited to the following: All parts (including, where appropriate, Consumables, labour, travelling, accommodation, service, and maintenance).
 - o 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 all required calibrations.
 - o All software updates must be included in the seven-year maintenance plan at no extra costs.
- v. A Technical Report outlining the functional status of each unit must be submitted to the Head of the Department on an annual basis. (Not to be confused with Annual QC Test Results issued by the Inspection Bodies)
- w. All required calibrations must be done after every service.
- x. For every repair, service and maintenance and all other services (upgrades, updates, etcetera) a job card must be furnished.
- y. Bidders to state lifespan and end of support date of the equipment offered.
- z. This software must be upgradable for the lifespan period of the equipment.
- aa. Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.
- bb. Spare part kits should specify all spare parts that will be included and stored on bidder site.
- cc. The successful bidder must notify the Hospital in advance of any service calls to be made on site, and relevant staff may choose to be present while the service work is performed.



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9.3.7. Commissioning of the equipment

The equipment and accessories ordered shall be delivered, installed, tested, and commissioned at bidder's expense prior to acceptance.

9.3.8 User and Technical Training

- a. Upon commissioning the system, the application specialist must be immediately available to provide the training of staff.
- b. On-site training on all new equipment to be included in the price.
- c. General equipment's training for three working days per week for the first two weeks. The training sessions must be provided on site on the operation of the equipment at no additional cost to the final bid price to ensure the correct application of the unit. State the training that will be provided and by whom.
- d. Optional training for two days for clinical engineers, medical physicist and IT specialists must be provided.
- e. The application specialist must provide repetitive and refresher training for one day every six months for the duration of the warranty and maintenance, as requested by the users in order to demonstrate and train all staff on all aspects of the equipment.
- f. Quality Control training for two days must be provided by the supplier's technician / Inspection Body is mandatory within the first year and must be included in the tender price. (not included in other training)
- g. All other further training must be available on request. State details.
- h. Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of equipment quoted on must be made available and a dedicated workshop must be arranged. The Department has the right to visit and validate the workshop.

10. USE OF FLUID CORRECTING SUBSTANCES

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.

11. 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 GPG Electronic Invoice Submission and Tracking.

12. LINES OF COMMUNICATION AND REPORTING

The appointed Service Provider will be required to report to the designated GDoH official located at the Facilities Unit, who will be introduced to the successful Service Provider on appointment.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITION OF CONTRACT GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

13. THE CONDITIONS OF THE BID AWARD

- a. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- b. Bidders are required to register on the National Treasury Central Supplier Database.
- c. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- d. The Gauteng Department of Health reserves the right to award this tender in full.
- e. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.

14. 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 Central Office.

15. 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.

16. FRONTING

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognises 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.

17. CONTRACT PERIOD

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



GAUTENG PROVINCE
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SPECIAL CONDITION OF CONTRACT GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS 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

Participating authorities will not make a payment to or consult regarding orders with a third party.

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

20. HIGHLY RECOMMENDED BRIEFING SESSION/SITE INSPECTION

The bidders are requested to attend a highly recommended briefing session/ site inspection to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.

These proceedings will be recorded for record keeping purposes. Bidders that did not attend the highly recommended /briefing session will not be disqualified.

21. VALIDITY

Bids are held to be valid for a period of one hundred and twenty (120) days after the closing date. Should a bidder retract his offer without good reason, in the opinion of the Department, he may be held responsible for the cost of a possible re-tender.

22. PRICE ADJUSTMENT PERIODS

Contract Price Adjustment shall be applied on an annual basis at the anniversary of the commencement date of the contract. The successful supplier shall submit an application in writing and supported by documentary proof to GDOH within 30 days of any Price adjustment, whether ROE or CPI.



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SPECIAL CONDITION OF CONTRACT GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

23. POST AWARD REPORTING

Historical Data:

All successful bidders are required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

22. ENQUIRIES

For Technical Enquiries contact:

E-mail: Dr. F Guy Gaudji

guy.gaudji@up.ac.za

For Supply Chain Enquiries E-mail:

Ms. Thabisile Matsebula

Thabisile.Matsebula@gauteng.gov.za

 GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA						
GT/GDH/004/2025: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR THE GAUTENG DEPARTMENT OF HEALTH INSITUATIONS THE PERIOD OF THREE YEARS						
ANNEXURE A : TECHNICAL SPECIFICATION						
Note:						
1. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C.						
2. In case where an equivalent or better option is provided, bidders must type the full description of the equivalent or better item on column D. Comments on the equivalent item must be provided on Column E.						
3. Bidder is required provide details of the product offer on column F.						
4. Bidder to provide reference to brochure (page number) / technical data sheet / supporting documents on column G.						
A	B	C	D	E	F	G
Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
1	SCOPE					
	Urology surgical table with fluoroscopy					
1.1	This specification establishes the requirements for a FIXED FLATPANEL DIGITAL RADIOGRAPHIC/FLUOROSCOPIC examination UNIT with Digital X-ray Flat Panel Detector system for Diagnostic and Therapeutic Intervention in Urology .					
1.2	The unit is required for diagnostic and therapeutic intervention in Urology, particularly in (but not limited to) the following areas of application:					
1.2.1	X-ray diagnosis of the urinary tract					
1.2.2	Transurethral procedures, e.g. ureterorenoscopy (URS), double-J stent insertion, cystoscopy, transurethral resection of bladder tumour (TURB), transurethral resection of prostate (TURP)					
1.2.3	Fluoroscopic control during endo-urolological procedures (including cystoscopy and ureterorenoscopy)					
1.2.4	Urological paediatric procedures must be possible					
1.2.5	Ultrasound imaging system including curvilinear, small parts probe, transrectal probe, Transvaginal probe.					
1.2.6	Percutaneous urologic procedures, e.g. percutaneous nephrostomy (PCN), percutaneous nephrolitholapaxy (PCNL)					
1.2.7	A compatible Urodynamic studies system must be included.					

Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
1.2.8	Endoscopic and radiographic diagnosis of the urinary and reproduction system,					
1.2.9	Extracorporeal Shockwave Lithotripsy (ESWL) system must be supplied					
2	TECHNICAL SPECIFICATIONS					
2.1.	The examination unit must have the following features:					
2.2	Selectable left-hand or right-hand version of the X-ray system dependable on the user and positioning of the system.					
2.3	Height-adjustable, tiltable patient table with a load capacity of 270 kg or better.					
2.4	Height adjustment must be approximately 72cm to 122cm.					
2.5	Tabletop material to be radiolucent.					
2.6	Tilting range of the patient table must be +90° and - 90°.					
2.7	Isocentric tilting movement must be included for Urologist's ergonomic comfort during the procedure.					
2.8	System must be protected against penetration of liquids and corrosion.					
2.9	The system must allow easy and acceptable access to the patient for endoscopic and percutaneous interventions in the pelvic and abdominal areas from both sides of the table even if patient is positioned with urogenital area in x-ray field of view. At no stage must it be necessary to change the orientation of the patients head-foot position.					
2.10	Unrestricted access to patient head for anaesthetist, even if patient is positioned with urogenital area in x-ray field of view.					
2.11	Longitudinal travel of X-ray system (tube / image intensifier) must be possible.					
2.12	Longitudinal travel of the radiolucent tabletop must be approximately 40 cm or better and transverse travel must be approximately 25 cm or better.					
2.13	Park position of the X-ray tube and collimator system must be available during patient transfer.					
2.14	Possibility of urodynamic examinations with table tilted into 90° with patient sitting in normal sitting height and X-ray tube positioned over the region of interest.					

Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
2.15	Fully digital imaging system with flat panel detector.					
2.16	43 cm X 43 cm dynamic flat detector for static and dynamic imaging					
2.17	Ergonomic positioning of colour (TFT) displays in the examination room (live / reference image).					
2.18	Display of endoscopic and ultrasound images on the TFT displays of the examination unit must be possible.					
2.19	Adult and paediatric leg supports for placing patient in lithotomy position . The leg support must be strong and sturdily manufactured.					
3	OPERATING POSSIBILITIES					
3.1	The following are required in the examination room:					
3.1.1	Ergonomic user appropriate positioning of tableside control and radiographer room control with imaging and system functions					
3.1.2	Foot switch for fluoroscopic and radiographic release of X-ray system					
3.2	The following are required in the control area:					
3.2.1	Operation of the digital imaging system must be possible by means of monitor, keyboard and mouse and touch screen system and all componets must be included					
3.2.2	Fluoroscopic radiographic release of the X-ray system					
4	PATIENT TABLE					
4.1	The following are required for patient table:					
4.1.1	The length of the tabletop excluding extension must be at least 115 cm					
4.1.2	The width of the tabletop must be at least 75 cm					
4.1.3	The length including extension must be at least 210 cm					
4.1.4	The tabletop material must be radiolucent carbon fibre or similar material					
4.1.5	The maximum table load must not be less than 270 kg					
4.1.6	The longitudinal movement of the table top in the horizontal position must be ± 4 cm/sec					
4.1.7	The Transverse travel of the table top must be + 12 cm and – 12 cm or better.					
4.1.8	A transverse travel speed of 4 cm/sec must be possible.					

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4.1.9	The table must offer unrestricted patient access to both sides of the tabletop in the urogenital area					
4.1.10	The table must offer free space for percutaneous interventions in the kidney area with simultaneous possibility of X-ray control on both sides of the tabletop in the urogenital area					
4.1.11	Symmetrical patient access must be possible, with the X-ray tube and image intensifier being off centred from the tube column.					
4.1.12	The minimum tabletop height must be at least 75 cm.					
4.2	Table Control					
4.2.1	A hand-held control unit in the examination room must be included, which must have the following functions:					
4.2.2	Call-up of digital image processing functions at the hand-held control					
4.2.3	Triggering of all motor-driven unit movements (table lift/tilt, table longitudinal/transverse)					
4.2.4	Changeover zoom formats					
4.2.5	ON/OFF switch for light localizer					
4.2.6	Travel of X-ray system (to head/foot)					
4.2.7	Memory buttons with memory functions with at least 3 pre programmed and storable positions:					
4.2.8	Position of X-ray system					
4.2.9	Collimator setting					
4.2.10	A system foot switch in the examination room must be included with the following functions:					
4.2.11	Fluoro / Radiography release					
4.2.12	Table movements (longitudinal, transverse, lift, tilt)					
4.2.13	Switchover between X-ray/endoscopic/ultrasonic image sources on colour TFT display (reference image) must be possible					
4.2.14	Store HD endoscopy or ultrasound image in DICOM format and in the same patient record together with all the patient images acquired					
4.2.15	An operator's foot switch must be included in the examination room for the Radiographer to control fluoroscopy and radiography					
4.2.16	A control unit in the control room must be included, which must have the following functions:					

Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
4.2.17	Call-up of digital image processing functions in the control room					
4.2.18	Triggering of all motor-driven unit movements (table lift/tilt, table longitudinal/transverse)					
4.2.19	Changeover of zoom formats. Standard size Of 42x42 cm; Zoom 1 of 30x30cm; zoom 2 of 22x22cm and zoom 3 of 15x15cm.					
4.2.20	Setting of radiation limiter					
4.2.21	ON/OFF switch for light localizer					
4.2.22	Travel of X-ray system (to head/foot)					
4.2.23	Memory buttons with memory functions					
4.2.24	Number of storable positions must be at least 3					
4.2.25	Tabletop positioning longitudinal/transverse					
4.2.26	Positioning of X-ray system					
4.2.27	Collimator setting					
4.2.28	Store HD endoscopy or ultrasound image in DICOM format and in the same patient record together with all the patient images acquired					
4.3	X-ray system :					
4.3.1	Motor-driven park position for the X-ray tube must be possible					
4.3.2	Travel distance of X-ray tube to park position must be ± 32 cm					
4.3.3	Motor tilt $\pm 90^\circ$					
4.3.4	Virtual field of view including tube/detector and table movements					
4.3.5	A scattered radiation grid with a 15:1 grid ratio and 80 lp/cm must be included. Motorised movement in and out to be possible.					
4.3.6	The Source-image intensifier distance (SID) must be no less than 115 cm.					
4.4	Flat panel Detector:					
4.4.1	A flat panel detector must be included;					
4.4.2	Detector size to be 43 x 43 cm					
4.4.3	Max. spatial resolution (Nyquist frequency) to be at least 3.2mm					
4.4.4	Pixel size to be approximately 145 μ m					
4.4.5	Image matrix to be 2,840 x 2,880 and digitization depth of 14 bit					
5	GENERATOR					
5.1	High-frequency, microprocessor controlled generator for radiography and fluoroscopy must be included.					

Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
5.2	The output of the generator of at least 65 kW at 100 kV					
5.3	The generator output to meet the following exposure criteria					
5.3.1	800 mA at 79 kV / 65 kW					
5.3.2	630 mA at 100 kV / 65 kW					
5.3.3	500 mA at 125 kV / 65 kW					
5.3.4	430 mA at 150 kV / 65 kW					
5.3.5	The tube voltage should be adjustable, the kV range should be between 40 kV up to 150 kV, graduated in half exposure points					
5.3.6	The mAs range should be from 0.5 to 800 mAs , graduated in half exposure points					
5.3.7	Switching time should be 1 ms with automatic exposure control					
5.3.8	There should be a 40 to 110 kV and mA ranges with continuous fluoroscopy. mAs range as well.					
5.3.9	There must be free editing of user programs					
5.3.10	There should be four measuring fields for controlling the generator settings					
5.3.11	It should be possible to assign the measuring fields to the user programs					
6	X-RAY TUBE ASSEMBLY:					
6.1	The Focal spot sizes must be 0.6 and 1.0 mm respectively.					
6.2	The output of tube to be at least 65 kW					
6.3	The anode angle to be $\pm 12^\circ$					
6.4	The anode rotation to be ± 8500 rpm					
6.5	Heat storage capacity of anode to be approximately 770,000 HU					
6.6	Heat storage capacity of X-ray tube assembly to be approximately 2,000,000 HU					
6.7	Four 48cm or larger TFT monitors to be included: two in the examination room, one in the control room, one in the ESWL room					
6.8	The two colour TFT monitors in the examination room must be on a spring-articulated arm mounted on the unit and it must be possible to move them into convenient positions all round the table .					
6.9	Resolution matrix of the colour TFT displays must be at least 1280 x 1024. They must be flicker free with an image review rate of 100 Hz and a luminescence of not less than 280 cd/m ²					

Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
7	ACCESSORIES:					
7.1	To be included in offer:					
7.1.1	Adult leg support to place patient in lithotomy position					
7.1.2	Paediatric leg support to place child in lithotomy position					
7.1.3	Patient arm rest, height-adjustable, tiltable, swivelable, adjustable longitudinally					
7.1.4	A shelf to support the camera facilities for the the simultaneous use of endoscopy/ultrasound and fluoroscopy to be included.					
7.1.5	Interface for displaying external video signals such as endoscopy and ultrasound on a system integrated TFT colour display					
7.1.6	Interface supporting formats DVI-I (2x), RGB, YPrPb, Y, S-Video (2x), Composite, SD/HD-SDI (2x), VGA. Latest technology					
7.1.7	Interface supporting HD (high definition) endoscopy imaging					
7.1.8	Interface for output signal of X-rays in a urodynamic system					
8	DIGITAL IMAGING SYSTEM:					
8.1	A hard disk for image storage must be included.					
8.2	The image storage capacity of the hard drive must be at least 14 000 images.					
8.3	An Integrated CD/DVD writer must be included					
9	FLUOROSCOPY MODES:					
9.1	The following fluoroscopy modes must be included:					
9.1.1	Continuous fluoroscopy					
9.1.2	Pulsed fluoroscopy					
9.1.3	Gray-scale resolution to be 12 bit or better					
9.1.4	Automatic display and storage of the last fluoroscopic image (LIH) must be possible					
9.1.5	Saving of images from fluoroscopy (fluorograbbing) must be possible.					
10	ACQUISITION MODE:					
10.1	There must be automatic saving of single images and series on to hard disk					
10.2	Matrix size must be at least 1024 x 1024 with a 12 bit gray-scale resolution					
10.3	Frame rates of up to 30 frames/sec must be possible on the system					
10.4	State Image display frequency					

Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
10.5	Progressive scanning must be included and must include the following features:					
10.5.1	Forward and backward scrolling of images					
10.5.2	Display of several images (split screen)					
10.5.3	Radiation-free display of the collimator setting on the last fluoro image (LIH)					
11	IMAGE PROCESSING:					
11.1	Image processing to include the following features:					
11.1.1	Contrast and brightness settings (windows) manually (via mouse) and/or automatically (predefined window values)					
11.1.2	Effective gray levels for windowing					
11.1.3	Variable edge enhancement					
11.1.4	Black/white inversion					
11.1.5	Online image filtering					
11.1.6	Image zoom					
11.1.7	Roam / pan					
11.1.8	Graphics functions					
11.1.9	Subsequent text entry possible for each image					
11.1.10	Selection of patient specific, predefined text strings possible for each image					
11.1.11	Subsequent comment line possible for each image					
12	Marking and measuring must have the following functions:					
12.1	Text and graphics display					
12.2	Displayable graphics elements per image					
12.3	Angle measurement					
12.4	Selection of patient positioning with automatic image orientation (image flip horizontal / vertical)					
12.5	Selectable live image flip function for correct display with percutaneous interventions (online orientation help)					
12.6	Right/left marking of the X-rays					
13	IMAGE/PATIENT DATA MANAGEMENT:					
13.1	Connection of DICOM capable cameras/printers must be possible					
13.2	Saving of studies and individual images on CD/DVD should be possible.					
13.3	The function of saving images on to CD/DVD should be able to run in background mode.					
13.4	The system must include user programs for standard urological examinations					

Item no.	Tender Specification	Comply (Yes/No)	Details of Bid Offer (Provide your answers in this Column. You are advised to be straight to the point)	Comments	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification)
13.5	It must be possible to override user programs during the examination					
14	DICOM 3 COMPATIBILITY:					
14.1	The system must be Dicom 3 compliant and the Dicom conformance statement must be supplied					
14.2	The system must be able to perform image processing functions like Dicom send, Dicom print , CD/DVD writing etc. in background mode.					
14.3	The system must be linked with current PACS system, at installation and be linked to future PACS system, as required.					
14.4	The following actions must be possible as standard procedure and the bidder to state compliance:					
14.4.1	Dicom store					
14.4.2	Dicom storage commitment					
14.4.3	Dicom print					
14.4.4	Query and retrieve					



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)