



**THE SUPPLY DELIVRY, REMOVAL,
INSTALLATION, DEMONSTRATION AND
TRAINING OF A COMPLETE DIGITAL
MAMOGRAPHY UNIT ITH ALL
ACCESSORIES INCLUDING A 5 YEAR
MAINTENANCE PLAN FOR RADIOLOGY
DEPARTMENT 2 MILITARY HOSPITAL
WYNBERG CAPE TOWN**

SPSC-B-008-2025

BID VALIDITY PERIOD: 120 DAYS

BID ADVERT DATE: 27 JUNE 2025

CLOSING DATE AND TIME OF BID:

29 JULY 2025 AT 11H00

COMPULSORY BRIEFING SESSION

16 JULY 2025 AT 11H00

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Contact Information

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BID: GENERAL INFORMATION

CONTACT INFORMATION

Technical Information and Administration Information:

Contact: Chief Petty Officer I.A. van der Westhuizen
Email Address: spsctechsection@dod.mil.za
Office Tel No: (021) 787 5144

Information regarding the completion of the Bid Documents:

Contact: Chief Petty Officer M.L. Claassen
Office Tel No: (021) 787 5207

Address for depositing of bid documents

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

BID SUBMISSIONS

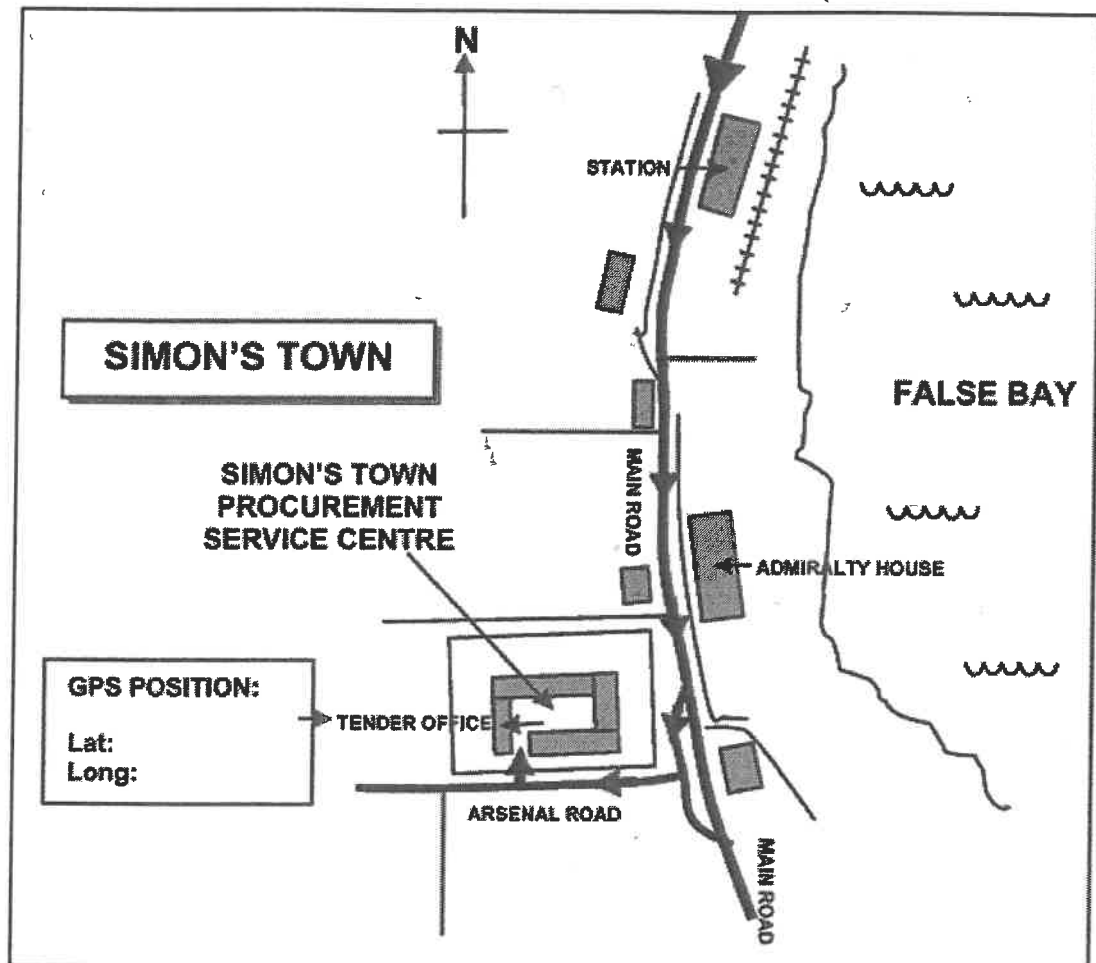
Closing period of bid: 21 Calendar days

Validity of Bid: 120 days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



SECTION A

EVALUATION CRITERIA

EVALUATION CRITERIA

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

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

S/No	Criteria
	A
Phase 1, Stage 1	
Phase 1, Stage 1, Mandatory Criteria	
1.	<u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed. The bid must be submitted in the Two (2) envelope systems as follows: Envelope 1: Pricing Schedule (it should contain SBD3/Pricing Schedule only) Envelope 2: SBD documents, Specification/Statement of work and all other required documents. Failure to submit this document as indicated by the closing date and time will invalidate this offer.
2.	<u>SBD 4 Bidders Disclosure:</u> This document must be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix A
3.	<u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix B
4.	<u>SBD 6.1 Preference Points Claim Proof:</u> Bidders who are claiming points for being a Military Veteran must submit adequate proof with their SBD 6.1. Failure to submit the documents will forfeit Specific Goals points. Appendix C
5.	<u>Compulsory Briefing Session Certificate:</u> Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the compulsory briefing session and site viewing and submit the completed and signed Briefing Session Certificate by the closing date and time will invalidate this offer. Appendix D
Phase 1, Stage 1	
	<u>Phase 1 Stage 1 Administration Criteria:</u> Bidders that do not fully comply with the Administration Evaluation Criteria may be required to submit omitted information.
6.	<u>SBD 1 / Invitation to Bid:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix E

S/No	Criteria
	A
7.	<u>Central Suppliers Database (CSD) Full Registration Report:</u> The CSD Full Registration Report should be submitted. The supplier: i. Should have a CSD Full Registration Report not older than 14 days. ii. Should be Tax Compliant on the day of the award. If not a grace period of 7 days will be given to update this status. iii. Should have successfully verified banking details. iv. May not be a restricted Supplier v. Should have a Physical Address type (must be a physical street address). vi. Should be registered for the commodity/ service requires for this bid. Failure to submit the CSD Full Registration Report by the closing date and time may invalidate this offer. Appendix F
8.	<u>SPSC Indemnity Agreement Form:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G
9.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> The OHASA agreement, signed amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H
10.	<u>SPSC Group Questionnaire:</u> Document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I
11.	<u>Defence Intelligence Questionnaire (D.I.)</u> Document to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit Police Clearance for members entering SANDF property. Appendix J
12.	<u>Rate of Exchange:</u> This document must be submitted for non-firm prices. Bidders not submitting the Rate of Exchange on the day of submission of the quoted price <u>will not</u> be compensated for claiming Rate of Exchange during the contract period. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix K

MANDATORY TECHNICAL EVALUATION

2. Phase 1 Stage 2: Bidders must comply with statement of work. Bidders who do not may be invalidated/ excluded and will not proceed to Phase 2.

S/No	Criteria
	Stage 2
1.	STATEMENT OF WORK: The bidder's compliance must be indicated with the word <u>comply/do not comply, agree/do not agree, yes or no</u>, or any other form of acceptance or non-acceptance on the statement of work, <u>each paragraph and sub-paragraph must be acknowledged</u>. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no, any form of emoji's (☺) or ticks (✓), crosses (+ or x), etc". The most suitable suppliers will be awarded in accordance with compliance to Statement of Work and fit for purpose A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified. This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre (SPSC). Failure to comply MAY invalidate this offer.

4. **Phase 2**: Bidders will be evaluated on phase 2 & 3 (Price and Specific Goals)

Phase 2	Price. (Will be according to specific requirements)	80/20
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5. **Phase 3**: Preferential points. (As per Preferential Procurement Regulations 2022).

6. In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender

7. Table 1: Specific goals for the tender and points claimed are indicated per the table below.

8. (**Note to organs of state**: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

9. **Note to tenderers**: the tenderer must indicate how they claim points for each preference point system).

TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability.	10	20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owed by people with disability or 51% owned by Black Women EME's.	8	18		
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or 51% owned by Black Women QSE's	6	16		
LEVEL 4	51% owned by Male Military veterans or 51% owned by Youth or	4	14		

	51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's				
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPLICABLE				
LEVEL 8	Non-compliant	0	0		

NOTE: Bidders to take note that specific goal points claimed will be verified on the CSD Registration Report

10. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

11. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

12. Calculation of the total points scored for price and Specific Goals

The points scored for price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.

PARTICULARS OF SCORE OBTAINED

BID NUMBER	SPSC/B/ 008 /2025
NAME OF BIDDER	
BIDDERS SCORE OBTAINED	
NAME OF SCORER	
RANK	
SIGNATURE	
DATE	/ / 2025



PRICING SCHEDULE

Pricing Schedule: All fields on this document must be fully completed.

Attention must be given to page 1, Bidders to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed. The bid must be submitted in the Two (2) separate Envelope system as follows:

Envelope 1: Pricing Schedule (**Only Pricing Schedule**)

Envelope 2: SBD documents, Statement of work and all other required documents.

NOTE: DOCUMENTS SUBMITTED IN ONE (1) ENVELOPE AND NOT IN TWO (2) SEPARATE ENVELOPES AS INDICATED ABOVE, WILL BE INVALIDATED

Failure to submit these documents as indicated by the closing date and time will invalidate this offer.

Appendix A

Request for Bid : SPSC-B-008-2025

Author: M.L. Claassen
Date: 06/25/2025 14:37:36

PRICING SCHEDULE

Bid No. SPSC-B-008-2025
Document No. 0000578478
Description: THE SUPPLY, DELIVERY, REMOVAL INSTALLATION, DEMONSTRATION AND TRAINING OF A COMPLETE DIGITAL MAMMOGRAPHY UNIT WITH ALL ACCESSORIES INCLUDING A FIVE (5) YEAR MAINTENANCE PLAN FOR THE RADIOLOGY DEPARTMENT 2 MILITARY HOSPITAL WYNBERG CAPE TOWN
Currency: ZAR
Closing Date: 2025/07/29 11:00:00
Status: Created
Validity Days:

Document Type Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
60036515	THE SUPPLY, DELIVERY REMOVAL, AND INSTALLATION, OF A COMPLETE DIGITAL MAMMOGRAPHY UNIT WITH ALL ACCESSORIES.	2 MILITARY HOSPITAL	Wynberg	Each	N/A
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		N/A	1	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
60036515	MAINTENANCE AND SERVICE ON COMPLETE DIGITAL MAMMOGRAPHY UNIT AS PER SCOPE OF WORK YEAR 1	2 MILITARY HOSPITAL	Wynberg	PER YEAR	N/A
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

2

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
60036515	MAINTENANCE AND SERVICE ON COMPLETE DIGITAL MAMMOGRAPHY UNIT AS PER SCOPE OF WORK YEAR 2	2 MILITARY HOSPITAL	Wynberg	PER YEAR	N/A
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
60036515	MAINTENANCE AND SERVICE ON COMPLETE DIGITAL MAMMOGRAPHY UNIT AS PER SCOPE OF WORK YEAR 3	2 MILITARY HOSPITAL	Wynberg	PER YEAR	N/A
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

4

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
60036515	MAINTENANCE AND SERVICE ON COMPLETE DIGITAL MAMMOGRAPHY UNIT AS PER SCOPE OF WORK YEAR 4	2 MILITARY HOSPITAL	Wynberg	PER YEAR	N/A
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

5

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
60036515	MAINTENANCE AND SERVICE ON COMPLETE DIGITAL MAMMOGRAPHY UNIT AS PER SCOPE OF WORK YEAR 5	2 MILITARY HOSPITAL	Wynberg	PER YEAR	N/A
Line Comment		Lead Time	Quantity Required	Quantity Available	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs			1	N/A	
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of Defence).

The following is hereby certified:

This offer is correct and any mistakes will be at my risk.

I accept responsibility for the execution of all obligations entrusted upon me.

I did not participate in any collusive practices with any other supplier or any other person regarding
this price quotation or any other price quotation.

I am duly authorized to sign the price quotation.

The offer is inclusive of value Added Tax

Name: Capacity:

Signature: Date:

Price Firm Y/N	Brand & Model	Grand Total Including Vat: R
Do You Accept Government Orders Y/N	Delivery Period Firm Y/N	
Comply with Specification Y/N	If Not, Deviations	

Please Complete SBD 6.1 Document

Questionnaires

Questionnaires / Evaluation Criteria

THE 98/10 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions

Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability

Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMES

Level 3: 51% owned by Women Military veterans // 51% owned by Black Male EMES / 51% owned by Women EMES / 51% owned by Black Women QSES

Options
LEVEL 1
LEVEL 2
LEVEL 3
LEVEL 4
LEVEL 5
LEVEL 6

Level 4: 51% owned by Male Military veterans / 51% owned by any other EMEs / 51% owned by Black Male QSEs / 51% owned by Women QSEs / 51% owned by Youth

Level 5: 51% owned by any other QSEs - 2

LEVEL 7

LEVEL 8

NON-COMPLIANT

Attachment Description

Attachment File Name

SBD 4: BIDDERS DISCLOSURE

SBD 4 - Bidders Disclosure: This document must be fully completed. Failure to submit this document as indicated by the closing date and time will invalidate this offer. Appendix A

Failure to submit the document as indicated by the closing date and time will invalidate this offer.

Appendix A

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

- 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:

.....

.....

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.

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, submitting the
 (name)
 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.

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.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

**Failure to complete the document as indicated
by the closing date and time will forfeit your
Specific Goals points.**

Appendix B

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
Level 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		

Level 3	51% owned by Women Military veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) **If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –**
 - (a) **disqualify the person from the tendering process;**
 - (b) **recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;**
 - (c) **cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;**
 - (d) **recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and**
 - (e) **forward the matter for criminal prosecution, if deemed necessary.**

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii).

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SBD 6.1: PREFERENCE POINTS CLAIM PROOF

SBD 6.1 - Preference Points Claim Form: Bidders who are claiming points for being a Military Veteran must submit adequate proof with their SBD 6.1. **Failure to submit the documents will forfeit Specific Goals points. Appendix C**

**Failure to complete the document as indicated
by the closing date and time will forfeit your
Specific Goals points.**

Appendix C

COMPULSORY BRIEFING SESSION CERTIFICATE

Compulsory Briefing Session Certificate: Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the Compulsory briefing session and site viewing and submit the completed and signed Briefing Session Certificate by the closing date and time **will invalidate this offer. Appendix D**

Failure to submit this document as indicated by the closing date and time will invalidate this offer.

Appendix D

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 16 July 2025

Briefing session time: 11:00 AM

Venue: 2 Military Hospital, X-Ray Department, Wynberg

Bid No: SPSC-B-008-2025

Closing date: 29 July 2025

Closing time : 11H00

Validity period: 120 Calendar Days

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

It is hereby confirmed that:

_____ (Representative)

Of _____ (Legal Name of company)

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

(_____)
 SIGNATURE OF REPRESENTATIVE

(_____)
 CHIEF LOGISTICS: LIEUTENANT GENERAL OFFICIAL DATE STAMP

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

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



SBD 1: INVITATION TO BID

SBD 1 / Invitation to Bid: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix E**

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix E

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-008-2025	CLOSING DATE: 29 July 2025		CLOSING TIME:	11H00
DESCRIPTION	THE SUPPLY, DELIVERY , REMOVAL INSTALLATION, DEMONSTRATION AND TRAINING OF A COMPLETE DIGITAL MAMMOGRAPHY UNIT WITH ALL ACCESSORIES INCLUDING A FIVE (5) YEAR MAINTENANCE PLAN FOR THE RADIOLOGY DEPARTMENT 2 MILITARY HOSPITAL WYNBERG CAPE TOWN				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABLE WITH THE BID DOCUMENTS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	CHIEF PETTY OFFICER M.L. CLAASSEN		CONTACT PERSON	CHIEF PETTY OFFICER I.A. VAN DER WESTHUIZEN	
TELEPHONE NUMBER	021 787 5171		TELEPHONE NUMBER	021 787 5207	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
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.					

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:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

CENTRAL SUPPLIER DATA BASE (CSD) FULL REGISTRATION REPORT

Central Suppliers Database (CSD) Full Registration Report: The CSD Full Registration Report should be submitted. The supplier:

- i. Should have a CSD Full Registration Report not older than 14 days.
- ii. Should be Tax Compliant on the day of the award. If not a grace period of 7 days will be given to update this status.
- iii. Should have successfully verified banking details.
- iv. May not be a restricted Supplier
- v. Should have a Physical Address type (must be a physical street address).
- vi. Should be registered for the commodity/ service requires for this bid.

Failure to submit the CSD Full Registration Report by the closing date and time **may invalidate this offer. Appendix F**

Failure to submit the CSD Full Registration Report by the closing date and time may invalidate this offer.

Appendix F

SPSC Indemnity Agreement Form

SPSC Indemnity Agreement Form: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix G.**

Failure to submit the fully completed SPSC Indemnity Agreement Form as indicated by the closing date and time may result in the Bidder forfeiting points.

Appendix G



logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC / B / 008 / 2025

INDEMNITY

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

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

DAMAGE COMPENSATION

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

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

WAIVER

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

ACKNOWLEDGEMENT

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

Full Name and Signature of Bidder's Duly Authorised Representative

Date _____

Witness 1: _____ Witness 2: _____

Date: _____



Isidapha ka Bhungahembo: Umphungu wezobuVeki. Igama ye Tshunetshe: Indaba ezokhuphisela. Department of Defence: Mkhuphi wo Tshunetshe. Umphungu wezobuVeki: Indaba ye ezi Mkhuphi. Isidapha ka Tshunetshe: Department van Verdediging: Isidapha ka Tshunetshe.



WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)

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

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix H



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

THE DEPARTMENT OF DEFENCE AND _____

(Herein after referred to as the contractor)

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

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____

(Identity Number _____) being fully authorised to represent the Contractor, do hereby confirm that the supplier is an employer on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or plant and machinery will be used in accordance with the provision of the said Act.

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

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

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

Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____

2. _____

Signed and entered into at _____ On _____ 2025

SPSC GROUP QUESTIONNAIRE

SPSC Group Questionnaire: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Appendix H

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix I

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 29 JULY 2025
CLOSING TIME OF BID: 11H00

BID NUMBER: SPSC-B-008-2024
VALIDITY: 120 CALENDAR DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Service required for: **THE SUPPLY, DELIVERY, REMOVAL INSTALLATION, DEMONSTRATION AND TRAINING OF A COMPLETE DIGITAL MAMMOGRAPHY UNIT WITH ALL ACCESSORIES INCLUDING A FIVE (5) YEAR MAINTENANCE PLAN FOR THE RADIOLOGY DEPARTMENT 2 MILITARY HOSPITAL WYNBERG CAPE TOWN**

Do you confirm compliance to 120 calendar day's validity period? YES / NO

If not, state reason/s: _____

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

If not, state reason/s: _____

Lead Time/Delivery period required by supplier after receipt of order: days, weeks or months _____

Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website (www.treasury.gov.za)

Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract YES / NO

Do you confirm that you may sign a SBD 7.1 or SBD 7.2 on award, YES / NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes: YES / NO

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

ADMINISTRATION

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

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

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

WITNESS 1: _____ DATE: _____

WITNESS 2: _____ DATE: _____

BIDDER NAME: _____

SIGNATURE: _____ DATE: _____

Capacity under which this bid is signed _____

DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

Defence Intelligence Questionnaire (D.I.) The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time **may invalidate this offer. Appendix I**

N.B. The short listed companies will be requested to submit Police Clearance for all personnel entering SANDF Property.

Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this offer.

Appendix J

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

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

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

.....

.....

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

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Company Physical Address:

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Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

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

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

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

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

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

Answer:

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

Answer:

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

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

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

Answer:

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

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

Answer:

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

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

Answer:

.....

.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

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

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

RATE OF EXCHANGE

Rate of Exchange: This document must be submitted for non-firm prices. Bidders not submitting the Rate of Exchange on the day of submission of the quoted price will not be compensated for claiming Rate of Exchange during the contract period.

Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix K**

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix K

1. **Firm prices** indicated on this bid **will not** be considered for Rate of Exchange.
2. If rate(s) of exchange is to be used in this bid:
 - a. Bidders must submit proof of the rates published by SARB for the specific currency on the date of submitting the bid.
3. The relevant rates of exchange information is accessible on **www.resbank.co.za**
4. Bidders to render an Invoice to incorporate the exchange rate applicable on the day the imported goods was paid to the overseas supplier (exchange rate when payment was made).
5. Indicate the rate(s) of exchange against the appropriate currency in the table below

CURRENCY	RATE OF EXCHANGE
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

STATEMENT OF WORK

The bidder's compliance must be indicated with the word **comply/do not comply, agree/do not agree, yes or no**, or any other form of acceptance or non-acceptance on the statement of work, **each paragraph and sub-paragraph must be acknowledged**. **No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no, any form of emoji's (😊) or ticks (✓), crosses (+ or x), etc"**. The most suitable suppliers will be awarded in accordance with compliance to Statement of Work and fit for purpose

A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified.

This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre (SPSC).

Failure to comply MAY invalidate this offer.

Failure to submit this document as indicated by the closing date and time may invalidate this offer.

Appendix L

**STATEMENT OF WORK FOR THE SUPPLY,
DELIVERY, REMOVAL, INSTALLATION,
DEMONSTRATION AND TRAINING OF A
COMPLETE DIGITAL MAMMOGRAPHY UNIT
WITH ALL ACCESSORIES INCLUDING A 5
YEAR MAINTENANCE PLAN FOR
RADIOLOGY DEPARTMENT 2 MILITARY
HOSPITAL WYNBERG CAPE TOWN**

STATEMENT OF WORK FOR THE SUPPLY, DELIVERY, REMOVAL, INSTALLATION, DEMONSTRATION AND TRAINING OF A COMPLETE DIGITAL MAMMOGRAPHY UNIT WITH ALL ACCESSORIES INCLUDING A 5 YEAR MAINTENANCE PLAN FOR RADIOLOGY DEPARTMENT, 2 MILITARY HOSPITAL, WYNBERG, CAPE TOWN.

1.	INTRODUCTION	Comply / Do not Comply
1.1	The contractor shall perform all works necessary and be accountable and responsible for the supply, delivery, removal, installation, demonstration and training of a complete digital mammography unit with all accessories including a 5 year maintenance plan for Radiology Department, 2 Military Hospital, Wynberg, Cape Town.	
1.2	Bidders to take note that it is an integrated system. This comprehensive document should be seen as specifications for one system with different products in the system.	
2.	TASK OVERVIEW: To ensure maximum clinical utility, the manufacturer should demonstrate the capability of the system to successfully perform in the following types of applications:	
2a	Screening Mammography	
2b	Diagnostic Mammography	
2c	Tomosynthesis	
2d	2D and Stereotactic Pre-operative needle localization	
2e	2D and Stereotactic guided core biopsy	
2f	Stereotactic Vacuum assisted breast biopsy	
2g	Specimen Radiography	
2h	System should be able to render high quality images on all types of breast density and size	
2i	Should include spot magnification, open magnification, spot compression views	
2j	In line integrated UPS covering the mammography/tomosynthesis unit and the radiologists reporting station for 30 minutes should be included.	
3.	GANTRY	
3.1	The gantry should be of split C-arm design with biopsy and tomosynthesis capabilities.	
3.2	The detector stand should be fully motorized and allow for height adjustment of the image detector.	

3.3	Detector movements should be immediate, smooth, quiet and free from vibration.	
3.4	Multiple controls should be on both sides and should be easily accessible on all views regardless of the Radiographer's positioning style (multiple controls on tube head and assembly are preferred).	
3.5	There should be an emergency stop button which controls gantry and compressor motion	
3.6	Interlocks should be present to prevent movement of the gantry while patient is under compression	
3.7	There should be an image marking system	
3.8	The source image distance should be at least 70cm	
3.9	The lower limit of the vertical range of the motorized column should be at least 70.5cm. Lower limit should be able to accommodate a patient in a wheel chair.	
3.10	Patient Face shield should be removable	
3.11	Should be able to compress specimens	
3.12	C-arm rotation range (tube position for a normal CC view is at 0 degrees) for 2D should be from +195° to -155°	
3.13	C-arm rotation for Biopsy and 3D exams should be between -180° and 140°	
3.14	The locking mechanisms should be electro-mechanical	
3.15	The cables should be fully contained within the system	
3.16	Compression should activate the light field	
4.	BREAST COMPRESSION SYSTEM	
4.1	The system should have powered compression with manual completion.	
4.2	The system should have automatic release after completion of exposure	
4.3	System should allow for manual release of compression, in the case of electrical fault or power failure	
4.4	Movement of compression paddle should be smooth and quiet.	
4.5	Automatic release of movement should be able to be turned off (for biopsy and testing)	
4.6	Maximum Manual compression should not exceed 300N	

4.7	Maximum compression should be adjustable	
4.8	Compression paddles should be smooth surfaced.	
4.9	Compression paddles should be ergonomically shaped to ensure patient comfort	
4.10	Compression paddles should deliver maximum compression with minimum physical deformation with respect to the left/right breast (bowing) or the chest wall (tilting)	
4.11	The following screening sizes, description and indication of all the compression paddles should be included:	
4.11.a	18cm x 24cm	
4.11.b	24cm x 29(30)cm	
4.11.c	Small breast paddle	
4.12	The following diagnostic paddles should be included:	
4.12.a	10cm Magnification Paddle	
4.12.b	7.5cm Spot Magnification Paddle	
4.12.c	Frameless Spot Contact Paddle	
4.13	The following localization Compression Paddles should be included:	
4.13.a	10cm Open Localization Paddle	
4.13.b	10cm Open Magnification Localization	
4.13.c	15cm Perforated Localization Paddle	
4.13.d	10cm Perforated Magnification Localization Paddle	
4.14	Magnification Platform	
4.15	Localization Cross Hairs	
4.16	Paddles should tolerate high volume usage without cracking or breaking	
4.17	Paddles should be easy to clean	
4.18	Paddles should be of a shatterproof material	
4.19	Paddles should be artefact free	
4.20	Two sets of compressions foot pedals, one on each side of the unit, are required to allow the operator to compress while hands are positioning breast	

4.21	Compression tilt should be possible	
4.22	Platform should be a lightweight carbon fibre with frame.	
5.	MAGNIFICATION	
5.1	Magnification Factors should include:	
5.1.a	1.5X	
5.1.b	1.8X	
6.	TOMOSYNTHESIS	
6.1	This should include multiple tomographic slice imaging at different depths within the breast parallel to the image plane using multiple angle acquisitions	
6.2	The detector size should be the full size of the area that is to be imaged for the selected compression paddle size. (The dimension of the beam and the detector should be the same size) for small and large size breasts.	
6.3	Tomosynthesis images should have pixel sizes with a maximum of 100 microns or better.	
6.4	Auto grid retraction should be available for geometric magnification views and tomosynthesis	
6.5	The interface and acquisition for tomosynthesis should be an integral part of the Mammographic imaging system.	
7.	BIOPSY	
7.1	Tomosynthesis biopsy should be available	
7.2	Stereotactic system should be included	
8.	DIGITAL IMAGE RECEPTOR	
8.1	The detector should be a full field flat panel detector	
8.2	The flat panel should make use of Direct digital (DDR)	
8.3	The x-ray absorption material in the flat panel detector should be amorphous selenium.	
8.4	The detector should have a pixel size maximum of 100 microns or better.	
8.5	The spatial frequency should be at least 7.12 lp/mm for 2D or better.	
8.6	The spatial frequency should be at least 3.5lp/mm for 3D or better.	

8.7	The detector should be at least 24 x 29.	
8.8	Detector to breast support edge-to-edge distance (chest wall gap) should be less than 5 mm.	
8.9	The input plate to the detector should be X-ray transparent at all kV energies.	
8.10	There should be an algorithm that removes input plate and detector deformities ensuring a uniform and linear detector output.	
8.11	The DQE value of the detector for a spatial frequency of 1lp/mm should be compliant with the IEC62220-1 standard.	
8.12	The minimum digitization/imaging bit depth should be 14 bit or better.	
8.13	A minimum of 14 bit gray scale depth of the raw image or better, is required for mammography.	
8.14	Saturation X-ray Exposure level should not be less than 500mR	
8.15	The native image format should be DICOM 3 or better.	
8.16	State which image format is available for export (lossless JPEG,TIF, Dicom).	
8.17	Only lossless and no compression of data is accepted	
8.18	The unit should have ACR accreditation	
8.19	State which image Dose reduction features the system utilize.	
9.	ANTI-SCATTER GRID	
9.1	The grid structure should be a linear grid.	
9.2	Grid should auto-retract for magnified 2D and all 3D exams.	
10.	X-RAY GENERATOR	
10.1	The unit should have a visual indication of "Radiation On"	
10.2	The Generator should be fully integrated into the mammography unit with a zero footprint	
10.3	The Generator should be of a constant potential high frequency inverter type	
10.4	kW rating of the generator should be more than 5kW	
10.5	The generator kV range should be between 20-40kV for 2D in 1kV steps	

10.6	The generator mAs range should be between 3mAs – 500mAs	
10.7	Maximum mA range for large focal spot should not be more than 200mA	
10.8	Maximum mA range for small focal spot should be not be more than 50Ma	
11.	X-RAY TUBE	
11.1	The X-ray tube focal spots (measured by NEMA/IEC standards) should be:	
11.1.a	Small focus: from 0,1 to 0,15 mm	
11.1.b	Large focus: 0,3 mm	
11.2	Anode should be a rotating Tungsten type	
11.3	Anode design should be bi-angular	
11.4	The tube should have a rotating anode of not less than 8800 RPM	
11.5	Heat capacity should not be less than 222kJ (300 000 HU)	
11.6	Target tube angle should have a large focal spot at 16° as well as small focal spot at 10° or better.	
11.7	Filtration should include the following:	
11.7.a	0.05mm Rhodium (Rh)	
11.7.b	0.05mm Silver (Ag)	
11.7.c	70mm Aluminium (Al) (3D exam)	
11.7.d	0.30mm Copper (Cu)	
11.7.e	Port should be of 0.63mm Beryllium	
11.8	The system should have a backup timer, which will terminate exposure at a given predetermined level and should have appropriate visual and aural indications	
12.	COLLIMATION SYSTEM	
12.1	Pre-defined collimation sizes should be included.	
12.2	When selecting magnification, there shall be either automatic collimation, or exposure should be locked out until the appropriate collimation diaphragm or plate is attached.	

12.3	The unit shall have a collimator light or visual field indication for patient positioning, and such light will provide no less than 100 lux at the table surface	
12.4	The X-ray field shall not extend beyond any edge of the image receptor at any SID except for the chest wall edge	
13.	COMPUTER	
13.1	Should have an operating system compatible with DoD requirements – at least Windows 7 or better (Windows 8 are not accepted)	
13.2	Computer design should be fully integrated.	
13.3	Memory should be at least 16GB RAM	
13.4	Hard drive capacity should be at least 1.0TB	
13.5	Should be a Multi-core Intel CPU type.	
13.6	Should have Ethernet.	
14.	GRAPHIC PROCESSORS	
14.1	Should have advanced capabilities to generate 2D images	
15.	SOFTWARE LICENSES	
15.1	All software licenses required to operate the unit should be supplied inclusive of:	
15.2	Tomosynthesis Imaging license	
15.3	Low Dose 3D	
15.4	Computer Added Detection (CAD)	
15.5	Biopsy licence(s) for all types of biopsies offered	
16.	RADIATION SAFETY	
16.1	The system should have a radiation shield with a lead equivalence of $\geq 0.5\text{mm}$	
16.2	Radiation safety: state any additional accessories or features designed to minimize the dose to operator and patient	
17.	SAFETY FEATURES	
17.1	Emergency stop buttons	
17.2	Emergency compression release button	

18.	ACQUISITION WORK STATION	
18.1	The acquisition system shall be configured with viewing abilities for the Radiographer to review positioning, anatomy, annotations, and post-exposure factors	
18.2	The acquisition system shall have the following characteristics:	
18.2.a	Minimum of 19" monitor screen	
18.2.b	Monitor should be able tilt and swivel	
18.2.c	Flicker-free monitor screen	
18.2.d	3MP medical grade LCD colour	
18.2.e	Anti-glare screen	
18.2.f	User calibration	
18.2.g	Contrast brightness adjustment	
18.2.h	Range of zoom factors	
18.2.i	Distance measurement and graphics	
18.2.j	User annotation	
18.2.k	2D localiser	
18.2.l	The workstation should allow for reception of work list updates from a RIS system	
18.2.m	Storage of images on the acquisition station image storage should have a capacity not less than 2000 images	
18.2.n	The transfer time between the end of X-ray and the processed image appearing on the workstation should be no longer than 10 seconds	
18.3	The acquisition station shall have both pre-and post-exposure display of the following parameters:	
18.3.a	Patient name	
18.3.b	Patient sex	
18.3.c	Patient age	
18.3.d	Patient Force number/ ID number	
18.3.e	Patient study number	
18.3.f	Radiographer Identification	

18.3.g	Date	
18.3.h	Time	
18.3.i	View (BIRADS/ACR) View Names e.g. LCC, RMLO	
18.3.j	kV	
18.3.k	Filter selection	
18.3.l	Target selection	
18.3.m	Magnification factor	
18.3.n	Fully automated exposure techniques	
18.3.o	Compression pressure	
18.3.p	Compression thickness + CAD Program	
18.3.q	Field size	
18.3.r	An estimate of mean glandular dose at the termination of the exposure	
18.4	Reject / Repeat Analysis Software to be provided and included in the tender price	
18.5	DVD/ CD writer facilities	
18.6	System should be able to export DICOM, TIF and lossless JPEG images to CD/DVD drive and USB port.	
18.7	Working environment should include fingerprint identification	
18.8	Working environment should have powered height adjustment	
18.9	Working environment should include a keyboard drawer	
19.	IMAGE REVIEW STATION (RADIOLOGY REPORTING STATION)	
19.1	The system should allow the Radiologist to review positioning, anatomy, annotations and exposure factors	
19.2	The system should have at least (2) two 21" high resolution (5MP or better), high brightness monitors with variable format image display.	
19.3	All monitors should be self-calibrating and have correction software to maintain uniform display intensity across the various workstations.	

19.4	The review workstation should have the following:	
19.4.a	Black & white high resolution (5MP) at least 2048 x 2560 monitor or better	
19.4.b	Flicker-free	
19.4.c	Non-interlaced	
19.4.d	Ultra bright CRT or LCD (LCD preferred)	
19.4.e	Anti-glare screens	
19.4.f	Auto calibration	
19.4.g	User calibration	
19.4.h	Correct software to maintain all display functions (geometry, linearity, focus, brightness and contrast)	
19.4.i	Display status for exams (e.g. sent to printer, sent to archive or to CD writer)	
19.4.j	Image storage capacity not less than 2000 images	
19.5	The system should include a dedicated one touch key pad for fast access to main review functions which enables fast reading throughput	
19.6	The review work station should provide a complete range of available hanging protocols allowing the radiologist to create a tailor-made review workflow	
19.7	Rotation of images should be possible	
19.8	Typical image display timings should be one second between images of the same patient and five seconds between different patients	
19.9	The review system shall enable the user to call up previous studies and automatically view them on the monitors using the available protocols as standard operation	
19.10	The review workstation shall have post-processing tools, including:	
19.10.a	Windowing	
19.10.b	Zoom	
19.10.c	Magnifying glass size adjustable by user	
19.10.d	Inverting black and white	
19.10.e	Vertical and horizontal panning of single images	

19.10.f	Graphic user annotations	
19.10.g	Quadrant viewing	
19.10.h	Measuring rulers	
19.10.i	Exam reading status	
19.10.j	Sorting facility for patient review	
19.10.k	Visual indicator showing when part of the image is hidden from view	
19.10.l	Password for individual readers to protect user reading preference setup	
19.11	The system should be supplied with a computer-aided detection package.	
19.12	Display of the selected patient should be almost immediate.	
19.13	Data security precautions should be included	
19.14	DVD/ CD writer facilities	
19.15	System should be able to export DICOM, TIF and lossless JPEG images to CD/DVD drive and USB port.	
20.	DIGITAL STEREOTAXIC SYSTEM:	
20.1	A digital stereotactic system for fine needle aspiration, core biopsy and vacuum assisted biopsy or hook wire placement in upright or recumbent positions should be provided.	
20.2	It should utilize a digital detector for consistent image quality in screening diagnostic and interventional applications	
20.3	Stereotactic biopsy system should be available with the tomosynthesis and with the mammographic functions.	
20.4	Stereotactic and tomosynthesis stereotactic biopsies should be possible in the upright and recumbent position.	
20.5	Stereotaxic angles: -15° and +15° with automatic stop at stereotaxic angles or better should be possible.	
20.6	Exposure parameters selection (track, filter, kV, mAs): Automatic and manual selection should be possible.	
20.7	Needle positioner accuracy: $\pm 1\text{mm}$ or better, in all three axes is required.	
20.8	The system should be able to take a range of needle lengths.	

10.9	The needle length should be adjustable/programmable or needle tip should be confirmed manually with Zero function.	
20.10	The needle stroke should be adjustable/ programmable	
20.11	Needle positioning control:	
20.12	Automatic motor driven movement of needle should be available in X and Y directions.	
20.13	Manual movement of needle should be available in X,Y and Z directions	
20.14	Digital display enables monitoring of needle position relative to target.	
20.15	Manual fine tuning should be possible with X, Y and Z knobs	
20.16	Needle approach: Vertical or lateral approach for better access to lesions close to the image receptor is required	
20.17	A specialized biopsy chair/bed should be included with the following specifications:	
20.17.a	Must have a fully adjustable backrest to allow for upright and decubitus positioning with a range between 0 degrees and 90 degrees	
20.17.b	Must have adjustable shoulder segments, arm rests and headrest.	
20.17.c	Must have a lateral back support for decubitus positioning	
20.17.d	Must be possible to adjust the chair in a Trendelenburg position up to -15 degrees	
20.17.e	Must have an electronic lift	
20.17.f	Must have a three position braking system.	
20.17.g	At least 2 rechargeable batteries must be included for optimal mobility	
20.17.h	Must have wheels with a small footprint:	
20.17.h(i)	with a wheel base length of no more than 76cm	
20.17.h(ii)	a wheel base width of no more than 58cm	
20.17.i	Maximum length of the chair in the horizontal position must not be less than 167cm	
20.17.j	Must be able to carry a maximum patient weight up to 150kg when adjusting the height of the chair	

20.17.k	Must be able to handle a patient weight of at least 540kg in a static position	
20.17.l	The seat cushion width should not be less than 57.5cm	
20.17.m	The seat height range should not be less than 67 cm or more than a 100cm	
20.17.m	must have a shoulder drop down range of 40 degrees	
21.	IMAGE DISPLAY ON STEREOTACTIC SYSTEM:	
21.1	Scout view and stereotactic views for targeting displayed in full resolution should be possible	
21.2	It should be possible to magnify and invert the image, modify window width or window level and add notations or measurements	
21.3	Epipolar function: To enable easy correlation of the lesion on two stereotactic views to assist accurate targeting	
21.4	Check on stereo: Simultaneous display of pre-fire and post-fire should be possible	
21.5	The following should be supplied:	
21.5.a	Base plate to hold the biopsy system.	
21.5.b	Needle positioning system	
21.5.c	Lateral approach kit with dedicated paddle	
21.5.d	Phantom for quality control	
21.5.e	Set of sterilisable bushings (6 pairs) diameter: 8 G to 18 G	
21.5.f	Biopsy device (Biopsy gun)	
21.5.g	All disposables needed to get started with the system for example needles, gel pads etc.	
21.5.h	Specialized chair that can recline into different positions for stereo biopsies	
22.	QUALITY ASSURANCE	
22.1	An ACR accredited mammography phantom in a carry case should be included	
23.	PACS CONNECTIVITY	
23.1	System should be PACS compatible.	

23.2	Acquisition station and radiology review station should be connected to the PACS	
23.3	DICOM Modality Work list SCU	
23.4	DICOM Storage (Push) SCU/SCP (MG, SC objects)	
23.5	DICOM Storage Commitment (Push) SCU/SCP (MG, SC objects)	
23.6	DICOM Query/Retrieve SCU (MG, SC objects)	
23.7	DICOM Basic Grayscale Print SCU (MG object)	
23.8	DICOM Verification SCU/SCP	
23.9	Auto transfer	
23.10	CD-R Data interchange	
23.11	The vendor shall provide DICOM conformance statements for all major equipment	
23.12	Vendor staff shall assist with interfacing the new system to a Radiology Information System (RIS) as required and selected by us	
24.	DOD ICT COMPLIANCE	
24.1	All computers shall have a login screen when added to the domain	
24.2	On all computers the local ADMINISTRATOR account shall be renamed and password changed.	
24.3	The local GUEST account shall be renamed, disabled and password changed	
24.4	The DOD Domain do have WSUS (Windows Server Update Services) and Microsoft updates does get pushed to workstations. It can be set to reboot when required or timeously.	
24.5	All computer workstation names shall be changed to DOD standards.	
25.	INSTALLATION, OWNERSHIP/RISK, SERVICE AND MAINTENANCE	
25.1	No part of the x-ray system shall be second hand or refurbished and no work in progress shall be offered.	

25.2	Confirmation of fault reporting of less than 1 hour are required. Additionally a Call out time of 24hour or less are required (after the before mentioned confirmation of fault reporting) for technicians to reach affected x-ray unit at 2 Military Hospital.	
25.3	The up-time of the unit shall be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% shall be added to the warranty period, this shall also apply to the period of the 5 year comprehensive service contract (which come into effect after the approved factory warranty period.	
25.4	All spares parts should be included in the maintenance contract.	
25.5	Spare parts shall be guaranteed available for the specified life of the equipment.	
25.6	All spares replaced should be new and carry a manufacturer warranty. State the warrantee period of replaced spares.	
25.7	State the maximum ambient room temperature allowed for the system to function normally.	
25.8	State if the purchaser will be penalized in any way if no service contract is entered into, on equipment offered, after the expiry of the guarantee period	
25.9	A fully inclusive 5-year comprehensive maintenance service contract shall be included on a separate schedule.	
25.10	Accredited technicians must have access authority to maintain the software of the manufacturer.	
25.11	The system must be software upgradable without any major additional hardware being added.	
25.12	The contractor is also responsible to ensure that he/she adhere to OHS in terms of protective equipment as required by the regulations.	
26.	TRAINING	
26.1	On-site training on all new equipment shall be included.	
26.2	Onsite training shall be undertaken to ensure the correct application of the unit. Minimum of 2 x 1 week shall be required. A competency certificate shall be provided.	
26.3	Follow-up training, with the application specialist, after a specific usage period shall be provided at no additional cost. Adequate notification of the scheduled date(s) of this training shall be provided to ensure that all pertinent staff shall be able to attend.	

26.4	Further training shall be available on request	
27.	GENERAL	
27.1	Technical specifications of the equipment shall be submitted with the tender documents	
27.2	Electronic and hardcopy Manuals must include:	
27.2.a	Complete operators/user manuals	
27.2.b	DICOM conformance statements	
27.2.c	HIS and RIS/PACS conformance statements	
27.3	The supplier should include a UPS of 120kva with a minimum power supply back – up of 30 minutes, to ensure protection of the complete system, in the bid price	
28.	COMPLIANCE: ALL EQUIPMENT, INCLUDING THE INSTALLATION AND ANY ALTERATIONS / ADDITIONS SHOULD COMPLY WITH:	
28.1	The Occupational Health and Safety Act (1993)	
28.2	The wiring code S.A.B.S 0142	
28.3	Hazardous Substance Act (1973)	
28.4	The radiation safety regulations as lay down by the Directorate Radiation Control of the Department of Health	
28.5	The onus shall be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and site	
29.	FOOT NOTES	
29.1	The system should be 100% operational eight weeks after the full delivery is initiated	
29.2	All the points in this document indicated that the x-ray unit on offer comply with and shall be supported with the relevant technical documentation from the manufacturer of the unit to ensure compliance.	
29.3	All consumables shall be listed and price indication per item shall be indicated.	
29.4	The successful bidder will be responsible to de-install and remove the current mammography x-ray unit and move the machine to the storage provided.	

SECTION B

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT DIGITAL MAMMOGRAPHY UNIT
TABLE OF CLAUSES

1. Changed Requirement
2. Co-Ordinated Activities
3. Contractor's Personnel
4. Value Added Tax (Vat)
5. Damage Compensation
6. Waiver
7. Severability
8. Sub-Contracting
9. Supply
10. Training
11. Service and Maintenance
12. Computer Design
13. Software License
14. Quality Assurance
15. Pacs Connectivity
16. Dod ICT Compliance
17. Installation of Ownership
18. Maintainability
19. Guarantee Conditions

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.

3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

- a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
- b. Personnel will wear identifiable uniforms whilst on duty.

5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.

7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

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

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

- a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
- b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

SUPPLY

16. The contractor shall be accountable and responsible for the de-installation and the removal of the current mammography x-ray unit to the identified storage provided by the end user.

17. The contractor shall view the scope of work during the briefing session for the bidding pricing process.

18. The contractor shall be accountable and responsible for the supply, delivery, installation and demonstration of the digital mammography unit with all accessories.

TRAINING

19. The training for the identified members will be communicated to the Contractor by the end user.

SERVICE AND MAINTENANCE

20. The digital mammography unit must have a standard manufactures warrantee in place.

21. A five year maintenance and service plan must be provided after the expiration of the standard manufactures warrantee.

22. During the five year maintenance and service plan, the Contractor is to ensure a quick turnaround time with regards to the sourcing and the availability of OEM spare parts.

23. No part of the digital mammography unit shall be second hand or refurbished.

24. Software upgrades to the latest version should be included in the maintenance plan.

25. Only accredited technicians by the manufacturer may work on the equipment. Annual quality assurance must be included in the 5 year maintenance plan to ensure radiation compliance.

26. The Manufacturer's service shall be available at regional level.

COMPUTER DESIGN

27. The computer design should be fully integrated and must have an operating system that is compatible with the DoD requirements – at least Windows 7 or better (Windows 8 are not accepted) and must have Ethernet.

SOFTWARE LICENSE

28. The contractor is to ensure that all software licenses required to operate the unit should be supplied on delivery and installation of the digital mammography unit for demonstration.

29. The system must be software upgradable without any major additional hardware being added.

QUALITY ASSURANCE

30. The manufacturer should provide a set of test tools and programmes to analyse resulting images to ensure consistent high-quality imaging. Tests such as: brightness uniformity, high frequency modulation, SNR uniformity, bad pixel verification, MTF, ACR phantom scoring etc. shall be performed regularly.

31. A quality assurance program should be embedded into the system.

32. **Quality assurance procedures and manuals (both electronic and hard copies) should be provided to the end user on delivery.**

PACS CONNECTIVITY

33. The Contractor shall provide DICOM conformance statements for all major equipment and assist in achieving complete interoperability with other DICOM equipment currently in the hospital that will be required to inter-operate with the FFDM.

DOD ICT COMPLIANCE

34. All user accounts and passwords shall be surrendered to the PACS administrator which includes all vendor/technician administrator accounts.

35. The software shall be installed and operable on user accounts and not only be accessible on the administrator account. The Contractor Technician shall not be the only Administrator on the computer. Domain Admins and local Admins shall have full access and control of the computer.

36. All computers shall be added to the DOD's Domain (AD Active directory) and therefore shall conform to the DOD Group Policies as stipulated below.

37. The DOD Administrative tools (IE Zenworks) should not clash with Contractor Software. (Zenworks does not just monitor but is also used to push updates and install new software)

38. No remote monitoring of the equipment (VPN's included) shall be allowed by any member of the Contractor.

INSTALLATION OF OWNERSHIP

39. The system shall be of the latest model available and shall be compatible with the current RIS/PACS system used at 2 Military Hospital.

40. The successful Contractor should supply all software (including software-keys and/or passwords) to allow for trouble shooting (fault finding), maintenance, calibrations, repairs and services at no additional cost.

41. The system should be 100% operational within eight weeks after the full delivery.

MAINTAINABILITY

42. The successful contractor should have an established technical support base in the Western Cape Province. Supply the physical address of the technical facility/ workshop.

43. The contractor should have an adequate quantity of factory-trained technicians trained on the offered equipment, in their direct employ, based in the Western Cape Province.

44. The successful contractor should supply the original fully detailed technical/ workshop maintenance manuals (not copies) at no additional cost.

45. Brochures and training material duly marked should be submitted.

GUARANTEE CONDITIONS

46. The bidder shall support a one year or longer guarantee period on all supplied items/goods

47. The time taken to attend to a malfunctioning unit within the guarantee period shall extend the guarantee period by that time.

48. Any repetition (twice or more) of the same fault that first occurred during the guaranteed period shall be considered as repair under guarantee if it occurs within the first year after the expiration of the guarantee period. This is not applicable if user negligence can be proven.

49. The same guarantee conditions are applicable to replacement units.

50. The guarantee period shall include all cost (spares, labour, travelling and sundries); prescribed maintenance services and QA testing that are required by Department of Health's Radiation Control Board that shall be required under the guarantee period.

Acknowledged by Bidder:

Bidders Signature:

Date Signed:

SECTION C

**GENERAL CONDITIONS
OF CONTRACT**

(DO NOT RETURN WITH BID)

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL
CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT GENERAL

CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
	33.2	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 Prohibition of Restrictive practices	34.1	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.

- 34.2 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.

General Conditions of Contract (revised July 2010)