



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH: WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

BID NUMBER: **WCGHCC0027/2024**

CLOSING DATE: **20 September 2024**

CLOSING TIME: **11:00**

WCGHCC0027/2024: SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT PAARL AND WORCESTER HOSPITALS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

The successful bidder will be required to complete and sign a written Contract Form (WCBD 7.1)

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH" SITUATED AT:

Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 07:30 am to 17:00 pm (excluding public holidays). Please contact Mr M Ramjan during office hours for directions should you have any difficulty finding the building

Please note the following important information and requirements:

1. The B-BBEE status level attained by the bidder will be used to determine the number of points contemplated in the Preferential Procurement Regulations.
2. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding access to the building or the location of the Department's bid box, bidders are advised to refrain from soliciting the advice of the security personnel on duty and to rather contact **Mr M Ramjan at Marco.Ramjan@westerncape.gov.za or (021) 834 9021** for assistance. No names of bidders or prices will be read out at the time of closing.
3. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
4. All bids must be accompanied by a letter signed by the bidder authorizing the Department, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.
5. Bidder to indicate which other currently pending bids issued by the Department it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Department reserves the right to compare the respective bid documentation and information provided by the bidder.
6. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
7. The 80:20 Preferential Procurement Points System is applicable to this bid.

8. Please refer all technical/specification enquiries to:

Mr Robert Swart

Email address: Robert.Swart@westerncape.gov.za

Tel: (044) 802 4562



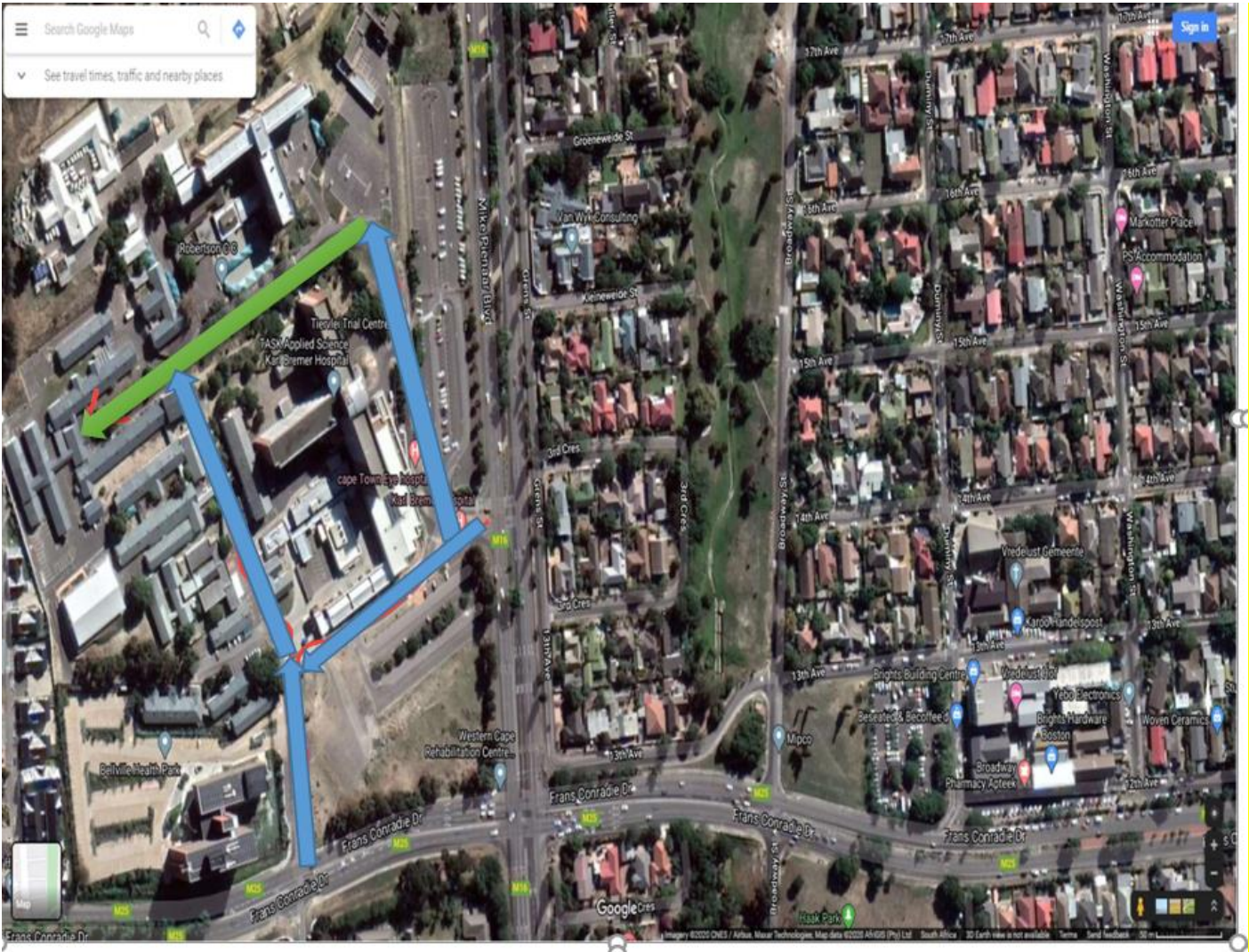
MR ALDRID JACOBS

DEPUTY DIRECTOR: CLINICAL SOURCING

DATE: 19 August 2024

MAP

DIRECTION TO BID BOX LOCATED AT M9 BUILDING



Supplier Database Registration for Formal Competitive and Limited Bidding

All Bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.

Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

	Central Supplier Database
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za

Bidders already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting www.csd.gov.za.

In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.

Only the B-BBEE status reflected on form WCBD 6.1 in their bid document will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on CSD**. Bidders are further required to complete the attached form WCBD4. All other mandatory documents held on CSD will be accepted by Western Cape Government Health and Wellness (WCGHW) for the consideration of formal bids.

Please confirm that you are duly registered on the **Central Supplier Database**.

YES/NO

GENERAL NOTE

WCGHCC0027/2024: SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT PAARL AND WORCESTER HOSPITALS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

Preferential Procurement Policy 80/20 will be applied when evaluating this bid.

In terms of the preferential point system, the monetary value of this bid is represented by 100 points of which 80 points represent price and 20 points represent preferential procurement objectives (participation goals).

SUMMARY OF BID FORMS REQUIRED TO MAKE UP A BID

Please do not include unnecessary documents in your bid, as this makes your offer cumbersome to handle. The following completed bid documents are the documents required in your bid and can be submitted to this office in the order as suggested:

- **WCBD 1** The Bid (**failure to complete this form and sign it in full will invalidate your offer.**)
- **WCBD 3.1** Pricing Schedule (**failure to complete this form will invalidate your offer**)
- **WCBD 3.1/2** Information relating to pricing structures (firm & non-firm prices)
- **WCBD 3.4** Specification (**failure to complete this form will invalidate your offer**)
- **WCBD 4** Declaration of Interests, Bidders past SCM Practices and Independent Bid Determination
- **WCBD 5** The National Industrial Participation Programme
- **WCBD 6.1** Preference points claim form to claim points for Broad-Based Black Economic Empowerment level of contribution.
- **B-BBEE Certificate/Affidavit attested by a Commissioner of Oaths**

Additional documents

- Proof of your company's standing if preference points are claimed, (certified copies in all cases, please) i.e.
- Copies of Shares certificates or CK1 forms
- Copies of shareholders' agreements, participation agreements (in the case of a Close Corporation), voting pool agreements or venture agreements (whichever is applicable to your business)
- Names of Trustees and their status if your business is a trust
- A legal entity organogram of your business
- A copy of your registration with the Registrar of Companies

SECTION 1: INTRODUCTION

WCGHCC0027/2024: SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT PAARL AND WORCESTER HOSPITALS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

THIS BID IS DUE AT **11:00 ON FRIDAY, 20 September 2024**

VALIDITY EXPIRES ON **SATURDAY, 18 January 2025 (120 DAYS)**

1.1 STRUCTURE OF THE DOCUMENT

This Bid Document contains the following sections:

S/N	DESCRIPTION
	Table of Contents
1	Introduction: including abbreviations and acronyms, queries, scope, bid submissions, and timeline
2	Bid Conditions and Special Conditions of Contract: Including preferential procurement, rights of parties, Bid Documents, supplier database registration, mandatory documentation, prequalification criteria, briefing session and acceptance of bid.
3	Special Conditions of Contract (SCC): to be read with Section 10: GCC and Section 6: Specifications
4	Western Cape Bid Document (WCBD 1)
5	Pricing schedule (WCBD 3.1) To be read with Section 3: SCC and Section 10: GCC
6	Specifications (WCBD 3.4): To be read with Section 3: SCC and Section 10: GCC
7	Declaration of Interest (WCBD 4)
8	The National Industrial Participation Programme (WCBD 5)
9	Preference Point Claim Form (WCBD 6.1)
10	General Conditions of Contract (GCC): to be read with Section 3: SCC
11	Bidders' Checklist

1.2 ABBREVIATIONS & ACRONYMS USED THROUGHOUT THIS DOCUMENT

The following abbreviations and acronyms, used throughout this document, shall have the following meaning:

CSD	Central Supplier Database
SAHPRA	South African Health Products Regulatory Authority
WCBD	Western Cape Bidding Document
WCGHW	Western Cape Government Health and Wellness
ZAR	South African Rand

1.3 QUERIES

All queries shall be directed to the appropriate official, as shown below:

Contact	Email	Telephone
Mr Marco Ramjan	Marco.Ramjan@westerncape.gov.za	(021) 834 9021

Bidders should not rely on any information other than that supplied in these documents or other written information supplied by the officials listed in par. 1.3 above.

1.4 SCOPE

1.4.1 The Western Cape Department of Health and Wellness (hereafter referred to as 'the Department') invites Bidders to submit bids for the SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT PAARL AND WORCESTER HOSPITAL UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

1.5 INVITATION TO BID

1.5.1 Bidders are required to inform the Department (Marco.Ramjan@westerncape.gov.za) via email once they have downloaded the bid document. This confirmation of receipt of the bid will be on record, and any future communication will be conducted via the email address provided.

1.6 SUBMISSION OF BIDS

1.6.1 Bidders should ensure that bids are delivered timeously to the correct address by bid closing date and time at **11:00 am on FRIDAY, 20 September 2024.**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH AND WELLNESS" AT:
Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7:30 am to 5 pm (excluding public holidays).

1.6.2 **Late bid and/or sample submissions will not be accepted for consideration.**

- 1.6.3 By the time of bid closing, Bidders are required to submit a hard copy of all documents, including all pages of this bid document, all its annexures and any requested or supplementary information provided by the bidder in response to this call for bids.
- 1.6.4 Bids submitted by Joint Ventures of two or more companies must be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn affidavits in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the companies forming the Joint Venture and any other information necessary to permit a full appraisal of its functioning. Bidders to also take note of the applicable section of WCBD1 – Part B – Section 2.
- 1.6.5 Bids submitted by telegram, telex, fax or email will not be considered.
- 1.6.6 Bidders are advised to refrain from soliciting the advice of the Security Personnel on duty should there be any uncertainty regarding the location of the Department's bid box. Any queries in this regard should be posed to the officials listed in par. 1.3.

SECTION 2: BID CONDITIONS AND CONDITIONS OF CONTRACT

2.1 APPLICABLE CONDITIONS AND PREFERENTIAL PROCUREMENT

- 2.1.1 This bid is subject to:
- the General Conditions of Contract (GCC);
 - any other Special Conditions of Contract (SCC);
 - the application of the **80:20** Preferential Procurement Points System;
 - the provisions outlined in this Section 2.
- 2.1.2 The conditions form part of the bid and failure to comply herewith may invalidate your bid.
- 2.1.3 **Order of Precedence:**
- 2.1.3.1 The General Conditions of Contract form part of all Bid Documents for the Department and may not be amended.
- 2.1.3.2 The SCC supplements the GCC.
- 2.1.3.3 Whenever there is a conflict between the SCC and GCC, the SCC shall prevail.
- 2.1.4 In this document words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
- 2.1.5 Offers are to be valid for **120 Calendar Days** from the closing date and time of bid.
- 2.1.6 The cost of complying with all the conditions, obligations and liabilities described in the General and Special Conditions of Contract and Specifications are deemed to be included in the prices stated in Section 5. The Bidder shall have no claim for further payment in respect of any work or method of execution, unless described, implied or specifically provided for in the Contract.

2.2 RIGHTS OF THE PARTIES

- 2.2.1 Receipt of this invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department. Conversely, parties have no rights, expressed or implied, with respect to any of the services because of their participation in the bid process.
- 2.2.2 The Department reserves the right, at its sole discretion, to:
- a) withdraw any services, in whole or in part, from the scope of this bid, prior to the award of the bid;
 - b) terminate any party's participation in the bid process for non-compliance with bid requirements that are both material and mandatory;
 - c) accept or reject any response to this invitation to bid without liability to any party;
 - d) amend the bid process, including its closing date or any other date within its scope, on reasonable notice to bidders and at its sole discretion;
 - e) cancel the bid or any part of the bid before the bid has been awarded, if:
 - i. Due to changed circumstances, there is no longer a need for goods or services specified in the invitation.
 - ii. Funds are no longer available to cover the total envisaged expenditure.
 - iii. No acceptable tender is received.
 - iv. There is a material irregularity in the tender process.
 - f) not accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of the Department; and
 - g) reject all responses submitted and to embark on a new bid process.
- 2.2.3 The decision to cancel or amend the tender invitation shall be published in the same way that this tender invitation was advertised.

- 2.2.4 Any personal information provided by any party in any bid or tender documents, is provided for, and may only be used by, each party for the purposes of completing the procurement and supply process in question and attending to any ancillary matters relating to such procurement process. The parties undertake to use any personal information provided by any other party only for the purposes for which such personal information was provided, unless otherwise agreed in writing between the parties. Nothing contained in these tender documents shall be construed as excluding the application of the Promotion of Access to Information Act, 2000 (Act 2 of 2000) and the Protection of Personal Information Act, 2013 (Act 4 of 2013).

2.3 BID DOCUMENTS

- 2.3.1 Bid Documents shall be completed in black ink only.
- 2.3.2 All documentation submitted will be in English.
- 2.3.3 All bids must be deposited in a sealed envelope, marked with the name and address of the bidder, the bid number and closing date. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
- 2.3.4 Bidders must respond to all sections of this bid and provide completed, signed, original Bid Documents and all mandatory documents as outlined in Paragraph 2.5. Only original, signed documents will be considered by the Department as official bid submissions. Bidders may prepare photocopies for their own records.
- 2.3.5 No alterations, erasures, omissions or additions shall be made to the text or condition of these documents, except where expressly requested. Should any unauthorised change be made, such changes will not be recognised, and the original document shall apply.
- 2.3.6 No offers may be submitted on documents other than the Bid Documents included herein. The Bid Documents may not be re-typed or redrafted.
- 2.3.7 Any additional information which the Bidder feels appropriate for inclusion in their offer and made available to the Department for consideration should be furnished as a separate Annexure to the Bidder's offer.
- 2.3.8 Bidders must ensure that no pages are omitted or duplicated in their bid submissions. The Department accepts no liability arising from omitted or duplicated pages.
- 2.3.9 **Bidders must include a soft copy on a 'flash drive' of the completed bid document, along with brochures, datasheets, and any other relevant information pertaining to this bid.**
- 2.3.10 Failure to submit any of the information requested may result in the Bidder being disqualified.
- 2.3.11 The Department reserves the right to confirm with third parties the accuracy of any information submitted as part of this bid.

2.4 SUPPLIER DATABASE REGISTRATION

- 2.4.1 **All bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.**
- 2.4.2 **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.**
- 2.4.3 Only the B-BBEE status reflected on form WCBD 6.1 in their bid document will apply to the evaluation of the relevant formal bids and not their B-BBEE status on CSD. Bidders are further required to complete the attached form WCBD4. All other mandatory documents held on WESTERN CAPE SUPPLIER EVIDENCE BANK (WCSEB) will be accepted by Western Cape Government Health and Wellness (WCGHW) for the consideration of formal bids.
- 2.4.4 All prospective unregistered bidders are invited to self-register on the CSD on www.csd.gov.za- such **registration is to be completed at the time of bid closing.**
- 2.4.5 All **bidders who are already registered on the CSD** are advised to confirm their registration status on www.csd.gov.za before submitting their bid.
- 2.4.6 Assistance with the registration process can be sought by contacting the Department's e-Procurement Helpdesk at: SCM.eProcurementDOH@westerncape.gov.za.

2.5 MANDATORY WESTERN CAPE BID DOCUMENTS

2.5.1 Bidders must complete all the following mandatory Western Cape Bid Documents:

Western Cape Bid Document (WCBD) Reference	Western Cape Bid Document Name	Comment
WCBD 1	Offer by the Bidder and Bid Summary	Failure to complete this form and sign it in full will invalidate your offer.
WCBD 3.1	Pricing Schedule	Failure to complete this form will invalidate your offer
WCBD 3.4	Specifications	Failure to complete this form will invalidate your offer
WCBD 4	Declaration of Interest	Failure to complete this form and sign it in full will invalidate your offer.
WCBD 5	The National Industrial Participation Programme	Failure to complete this form and sign it in full will invalidate your offer.
WCBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 and Codes of Good Practice	N/A

2.5.2 Please do not include unnecessary documents in your bid, as this makes your offer cumbersome to handle.

2.5.3 **Only the B-BBEE status stated on the completed WCBD 6.1 listed above will apply to the evaluation of this bid and not the B-BBEE status on the Western Cape Supplier Evidence Bank (WCSEB) or CSD.**

2.5.4 The mandatory Western Cape Bid Documents and all further mandatory documents are listed in **Section 11**. Failure to submit the mandatory documentation will render your offer non-compliant.

2.6 AWARD

The Department reserves the right to award the bid in part or in whole and will determine the award of the bid to the bidder, based on compliance to mandatory requirements and specifications (measured through clinical acceptability), and thereafter price and preference points.

2.7 CONSENT TO THE AWARD

The successful bidder will be required to indicate their consent to the award by means of a completed and signed contract form following the award. The successful bidder will be notified and presented with the 'Contract Form - Purchase of Goods/Works/Services (WCBD 7.1)' for acceptance.

Bidders are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their bid is accepted.

2.8 CONTACT DETAILS

Bidders are required to provide the particulars of the contact person responsible for all queries related to this bid, and if bidders are successful, this contract, and to whom all correspondence can be directed:

Name & Surname:

Designation:

Telephone no with area code:

Fax no:

Cell phone no:

Email address:

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract form part of the Contract which will be concluded between the Department and the Service Provider. By submitting a bid in response to this call for submissions, Bidders accept all the Special Conditions listed herein. The Special Conditions of Contract are to be read as incorporating all provisions in all sections of this bid, and, together with the General Conditions of Contract, constitute the full bid.

3.1 DEFINITIONS

For purposes of this Bid Document:
words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
terms defined in the GCC are used through this document.

3.2 TRANSFER, CESSION AND USE OF SUBCONTRACTORS

The Bidder may not assign, cede, transfer, sell or alienate in any way this Contract or any part thereof to any other person or company without prior written approval from the Department for the Contract period as stipulated in the GCC.

The Bidder may only appoint subcontractors as identified in the WCBD 6.1 in Section 9 of this document and must seek written approval from the Department prior to implementing any change to its subcontractor agreements.

The Department will have no contractual relationship through this Contract with any subcontractor appointed by the Bidder. However, any subcontractor appointed by the Bidder shall be subject to all Departmental policies, strategies, rules, laws and regulations.

The Bidder will be exclusively responsible for contractual compliance by any subcontractor. This includes the delivery of services, all damage caused by a sub-contractor, and the management and payment of any subcontractor appointed to deliver the services.

3.3 PRICES

Bid prices shall be quoted in South African Rand (ZAR) and be inclusive of all costs and applicable taxes, i.e. prices shall be quoted nett and VAT inclusive.

3.4 MANUFACTURER/SUPPLY AGREEMENT

If you are not the manufacturer of the product(s) offered for this bid, please provide written proof from your supplier(s)/manufacturer(s) that they have no objection to you offering their product(s) for this bid, and that if you are awarded this bid, they will continue to supply this product to you to enable you to comply with your contractual obligations towards the Department of Health and Wellness for the period indicated in the bid document.

3.5 FIRM PRICES (SEE WCBD3.1, PARAGRAPHS 1.1-1.3)

- 3.5.1 Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not firm.
- 3.5.2 Prices subject to ROE variations are deemed firm. Where the bid prices will be affected partially or as a whole by a ROE variations and bidders are not in a position to absorb the effect, bids at prices subject to ROE will be considered. In the absence of any indication of exchange variation, bidders accept that no adjustment because of ROE variation may be claimed.
- 3.5.3 If items with wholly or partially imported content are offered, confirm whether prices are subject to ROE variations. (Please circle your option). YES / NO
- 3.5.4 If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1 paragraph B.
 - a) The ROE used in the conversion of the price of the item to ZAR at the time of bidding (determined ten (10) days before bid closing, on Tuesday, 3 September 2024)
 - b) The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price. Please note that the maximum percentage of imported content that can be claimed is 85%, with the remaining 15% being regarded as profit and overheads.
 - c) Please note that if the ZAR should strengthen against the applicable foreign currency, the Department reserves the right to claim such monies from the contractor.

3.6 NON-FIRM PRICES (SEE WCBD3.2, PARAGRAPHS 2 & 2.1)

If prices are not firm; bidders are required to submit full particulars of the basis on which changes in contract prices will be calculated (details on form WCBD3.2).

3.7 NEGOTIATIONS

- 3.7.1 The Department reserves the right to enter into negotiations with bidders and contractors regarding inter alia price revisions, increases and service delivery should it be deemed necessary.

3.8 ORDERING RESTRICTIONS AND QUANTITIES

The institution shall not be restricted to minimum quantities.

3.9 CLINICAL EVIDENCE

The Department reserves the right to request clinical evidence of any product or service if and when required.

3.10 PAYMENT

In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible.

If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (LOGIS, BAS, SYSPRO) in order to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.

Payment shall be made within 30 days from receipt of a valid, correct invoice.

3.11 STATEMENT OF SUPPLIES AND SERVICES

Contractors must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute enquiries at the expense be collected from various institutions to conduct quality compliance testing throughout the contract period.

3.12 PENALTIES

- 3.12.1 Penalties and pro rata deductions:

- Deductions and penalties will be incurred against the successful bidder if institutions turnaround time is not adhered to.
- The successful will be penalized, and pro rata deductions will be made for not adhering to Bid specifications.

3.13 TERMINATION OF APPOINTMENT

- 3.13.1 Notwithstanding any other provision in this contract, The Department shall be entitled to terminate the contract forthwith by written notice to the successful bidder if the successful bidder:

- enters insolvency;
- commits a fraudulent or dishonest act; not limited to invoices and SARS matters etc.
- is, through its own actions, prevented from performing its duties for a period exceeding 5 (five) days;
- is guilty of any conduct which is prejudicial to The Department's interest;
- has a civil judgment entered against it;
- renders a standard of service which is below the standards set out in the bid specifications and fails to remedy such standard of service within 7 (seven) consecutive days of receiving written notice informing it of such breach;

- 3.13.2 The Department reserves the right to terminate the contract for individual institution, within the scope of the contract, where poor performance has failed to be remedied following the issuance of three (3) warning letters, and or breach has been identified. **Contractors who is in breach of contract will be listed on the Restricted Supplier and Tender Defaulter.**

THE BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Department on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that: -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing hour and date of the bid, unless otherwise agreed to in writing;
 - (b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the important conditions at the end of this document and the Preference Certificate (if attached), with all of which I am/we are fully acquainted;
 - (c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Department and I/we will then pay to the Department any additional expense incurred by the Department having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Department shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Department may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the contract will be concluded on signature of the letter of acceptance;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicilium citandi et executandi (should be a full street address where service of documents will be accepted) in the Republic at:

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. Notwithstanding any Sub-Contracting, Co-Contracting or Joint Venture entered into, I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenderer(s) involved:

*(Delete whichever is not applicable)

Section 4
PART A
INVITATION TO BID

WCBD 1

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)											
BID NUMBER:		WCGHCC0027/2024		CLOSING DATE:		20 September 2024		CLOSING TIME:		11:00	
DESCRIPTION		SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT PAARL AND WORCESTER HOSPITALS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)											
Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville											
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO						TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON		Mr M Ramjan				CONTACT PERSON		Mr Robert Swart			
TELEPHONE NUMBER		021 834 9021				TELEPHONE NUMBER		(044) 802 4562			
FACSIMILE NUMBER		N/A				FACSIMILE NUMBER		N/A			
E-MAIL ADDRESS		Marco.ramjan@westerncape.gov.za				E-MAIL ADDRESS		Robert.Swart@westerncape.gov.za			
SUPPLIER INFORMATION											
NAME OF BIDDER											
POSTAL ADDRESS											
STREET ADDRESS											
TELEPHONE NUMBER		CODE						NUMBER			
CELLPHONE NUMBER											
FACSIMILE NUMBER		CODE						NUMBER			
E-MAIL ADDRESS											
VAT REGISTRATION NUMBER											
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:				AND		CENTRAL SUPPLIER DATABASE No:		MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		[TICK APPLICABLE BOX] ☐ Yes ☐ No				B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No			
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)		[TICK APPLICABLE BOX] ☐ Yes ☐ No									
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]											

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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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, 2022, 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 (WCBD7.1).**

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

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

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

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.

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

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE

WCBD 3.1

SECTION 5

WCGHCC0027/2024: SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT PAARL AND WORCESTER HOSPITALS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.

NAME OF BIDDER:.....	BIDNUMBER: WCGHCC0027/2024
CLOSING TIME: 11:00	CLOSING DATE: 20 September 2024

OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID CLOSING

PRICING SCHEDULE

ITEM	DESCRIPTION OF ITEM	QUANTITY	BID PRICE IN SA CURRENCY INCLUDING VAT
1	SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT PAARL HOSPITALS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.	1	R.....
2	SUPPLY, DELIVERY AND INSTALLATION OF C-ARM UNITS AT WORCESTER HOSPITALS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.	1	R.....
	Grand Total		R.....

Note to bidders

1. Bid prices shall be quoted in South African Rand (ZAR) and be inclusive of all costs and applicable taxes, i.e. prices shall be quoted nett and VAT inclusive.
2. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

ADDITIONAL CONDITIONS OF BID

APPLICABLE TO ALL BIDS FOR HOSPITAL EQUIPMENT

1. INFORMATION TO BE SUPPLIED WITH BID

- 1.1. Bidders must give descriptive answers to every point in the specifications, in the column provided.
- 1.2. Deviation from specifications will not necessarily invalidate a bid but all such variations must be clearly stated by the bidder with a full description of how the intended end-result is achieved.
- 1.3. Full technical descriptions, together with technical literature and diagrams (where applicable) should also be included.
- 1.4. Bidders must, if applicable, state in accordance with which code of practice the equipment offered, is being manufactured and tested.

2. ELECTRICAL SUPPLY

- 2.1. Unless otherwise stated in the specifications, all equipment requiring a mains electrical supply must be designed to operate with satisfactory stability and repeatability when connected to a 220 Volt (+10% and – 15%) single phase, 3 wire, or a 380 Volt (+10% and –15%) 3 phase, 5 wire, 50 Hertz supply.
- 2.2. Any other voltage stabilisation or smoothing required to ensure proper functioning of the equipment must be included in the bid price, i.e. the equipment, as supplied, must function correctly without the Provincial Government having to supply a voltage stabilisation or smoothing unit or having to modify the electrical reticulation.
- 2.3. If applicable, electronic circuitry in the equipment must not be susceptible to damage from transient interference on the electric supply mains.
- 2.4. All motors, fans and inductors in the equipment must be specifically designed for 50 Hertz.
- 2.5. Bidders are to state what the temperature and humidity requirements are for the equipment.
- 2.6. All movable electrical equipment must be supplied with international colour coded, 3 core, non-kink cabtyre flex 3 metres long and terminated in a non-breakable, SABS approved 15A round 3 pin plug.

3. SAFETY REQUIREMENTS

- 3.1. All mechanical and electrical equipment supplied must comply with all statutory and local authority laws, regulations, the SABS specifications and Codes of Practice relating to the safety and radiation aspects of the type of equipment in question.

4. SPARES AND SERVICES

- 4.1. Bidders must indicate whether a service contract exist between themselves and the Western Cape Provincial Government. If so, the Provincial Government's file reference number must be quoted and it should be stated whether the exiting contract should be extended to include the equipment being offered in response to this bid or whether a separate service contract is to be negotiated.
- 4.2. Where a Maintenance Service Agreement is to be negotiated the Standard Western Cape Provincial Government format SHALL be used. An indication of service charge, service frequency and time lag between call and response must be given in the bid.
- 4.3. All service and maintenance inclusive of spares and labour required to maintain the equipment during the guarantee period (first 12 months after installation) must be free of charge.

5. TECHNICAL DOCUMENTS

- 5.1. The technical documentation where required, must be of a professional standard. Photostat copies are acceptable provided that they are well produced on a white background and that all printing, photographs and drawings are clear. Fold-out drawings joined with adhesive tape are not acceptable. The documentation must contain the following:
 - General data and full specifications of the equipment such as function, dimensions, installation, instructions and supplies required (with allowable variations)
 - Short description of the operation at block diagram level

Note: The questionnaire below must be completed in full by replying to each and every question.

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
.....
- C. Are you the manufacturer? Please circle your option. **YES/NO**
- D. If not, indicate deviations on attached specification or separate sheet.
- E. Period required for delivery.
- F. Please state packaging offered if applicable.
- G. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- H. If so, state your VAT registration number
- I. Are the prices quoted for the service firm for the full contract period?
- J. Is the delivery period firm? Please circle your option. **YES/NO**
- K. Indicate guarantee period
- L. What is the approximate value of spares carried in stock in South Africa for this particular make and model of machine **R**
- M. If the prices are not firm for the full period please complete form WCBD 3.1/2

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination.

DEFINITION OF PRICING STRUCTURES

For the purpose of this bid the following explanations are provided:

1. **Firm prices**
- 1.1 Firm prices means **prices which are only subject to adjustments in accordance with the actual increase or decrease** resulting from the changes, imposition or abolition of customs or excise duty and any other duty, levy, or tax which is binding upon the **contractor** in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.
- The following two pricing structures will also be considered as firm prices – **please note that a combination of these two pricing structures will not be allowed:**
- 1.2 Firm prices linked to fixed period adjustments, i.e. FIVE tier prices (firm 1st, 2nd and 3rd year prices), and only subject to the variables indicated in the above paragraph.
- 1.3 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

Note: All claims for rate of exchange must be made **within 60 days of delivery** in order for bidders to qualify for price adjustments.
Any advantage due to a more profitable exchange rate must be passed on to the Western Cape Government.

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

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

2. Non-firm prices

Non-firm prices are prices linked to proven adjustments.

2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and bidders must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g. manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

2.2 In cases where prices are subject to the escalation formula, the following table must be completed.

In this category price escalations will only be considered in terms of the following:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + ... Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) P = 85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
- D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2 etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices was/were used to calculate the bid price:

3.1	Indexdated	Indexdated	Indexdated
	Indexdated	Indexdated	Indexdated

WCBD 3.1/2

3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

(D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

PLEASE NOTE: Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

SECTION 6
SPECIFICATIONS

WCBD 3.4

NAME OF BIDDER:	BID NUMBER: WCGHCC0027/2024
CLOSING TIME: 11:00	CLOSING DATE: 20 September 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

WCGHCC0027/2024: THE SUPPLY, DELIVERY, INSTALLATION OF C-ARM UNITS AT PAARL AND WORCESTER HOSPITALS UNDER THE CONTROL OF WESTERNSCAPE GOVERNMENT HEALTH AND WELLNESS.

THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH WCBD 3.1 IN BLACK OR BLUE INDELIBLE INK (NOT IN PENCIL) (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

IMPORTANT NOTE:

SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

INSTRUCTIONS:

- * Bidders must complete the entire document in full. Failure to provide all requested information will result in non-compliance.
- * If no reply is required, bidders shall take note by replying "noted" next to the relevant section.
- * **Bidders must include a soft copy on a 'flash drive' of the completed bid document, along with brochures, datasheets, and any other relevant information pertaining to this bid.**

1.	SCOPE		
1.1	This specification establishes the requirements for THE SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND COMMISSIONING OF A STATE-OF-THE-ART DIGITAL MOBILE C-ARM FLUOROSCOPY RADIOGRAPHIC UNIT FOR PAARL AND WORCESTER HOSPITAL . The system shall be used for orthopaedic and general screening of patients in the theatre complex.		
2.	APPLICABLE DOCUMENTS <i>The onus rests with the prospective tenderer to avail him/herself of the following documents which form part of this specification:</i>	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required. Where it is stipulated that a document must be submitted, it is mandatory to attach the documents.	
2.1	General Condition of Contract	Comply	Do not Comply
2.2	Additional Conditions of Bid as set out in the specification.	Comply	Do not Comply
2.3	Supply DICOM 3.0 Conformance Statement for modality (supply in electronic format)- State compliance	Supply	Do not Comply
2.4	Supply latest HL7 conformance statement for your modality – (supply in electronic format) State compliance	Supply	Do not Comply
2.5	Supply latest IHE integration statement for your modality – (supply in electronic format) State compliance	Supply	Do not Comply
2.7	IEC 601-1 (Medical Electrical Equipment.)	Comply	Do not Comply
2.8	Hazardous Substances Act No 15 of 1973. In line with radiation control.	Comply	Do not Comply
2.9	SAHPRA: Bidders must be registered with SAHPRA. A valid certified copy of the SAHPRA certificate as manufacturer, distributor, or wholesaler of medical devices and IVD's must be included in your bid documents. Failure to submit this document will invalidate your bid.	Supply	Do not comply
2.10	International Certification (CE or FDA – must be supplied).	Supply	Do not Comply
2.11	Modality must be ISO compliant. Provide detail of compliancy.	Provide detail of compliancy	Do not Comply
2.12	Any other documents that may be required to fulfil national regulations to comply with all Health and Safety standards as promulgated.	Supply	Do not Comply
3.	SPECIFICATION AND REQUIREMENTS	REPLY: "SELECT COMPLY OR DO NOT COMPLY" or add information where requested. Do NOT type	
3.1	The system on offer shall be licensed for sale in the South African market by a recognized supplier who can prove that service, spares and	Comply	Do not Comply

	application support is available in South Africa to maintain the system at peak operating performance.		
3.2	The equipment offered must be currently in production and have been tried and tested in the clinical setting. Evidence that the equipment being offered can meet the specifications shall be provided.	Comply	Do not Comply
3.3	A list of users in South Africa where the equipment, offered in this bid, is currently in clinical use shall be provided, indicating the current models and configurations per site. If necessary, reference sites outside of South Africa may be given. The Department of Health Western Cape Province reserves the right to independently verify the performance and support on the offered unit.	Comply	Do not Comply
3.4	The system offered shall comply with or exceed all the minimum performance specifications as indicated below for the various sub-components, supported by factory-supplied product specifications/brochures.	Comply	Do not Comply
3.5	Descriptive literature, pamphlets, brochures and technical data sheets applicable to the offer (i.e., all components of the system) shall accompany the bid, failing which the bid shall not be considered.	Comply	Do not Comply
3.6	All pages of the tender, including all brochures, tender document pages, supporting documentation, etc. shall be numbered in sequence starting from 1.	Comply	Do not Comply
3.7	All supporting documentation corroborating answers supplied in tender specifications shall be listed (inclusive of page and paragraph indicator) as supplied in the document.	Comply	Do not Comply
3.8	What is the life expectancy of the unit being offered? Minimum of 10 years Response must specify the period.		
3.9	How long (period) will the hardware and software be supported? Minimum of 10 years		
3.10	The equipment and any accessories ordered from the successful Bidder shall be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned at Hospitals at the expense of the successful Bidder, prior to full payment being made.	Comply	Do not Comply
3.11	All Bidders shall inspect the installation site, electrical supplies, before submitting their offer.	Comply	Do not Comply
3.12	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of technical and clinical experts with regards to its functionality, performance and quality. The	Comply	Do not Comply

	decision of this committee shall be used as a motivation for the acceptance or non-acceptance of the unit. For this reason, a demonstration unit shall be made available to be viewed and tested on-site. If this is not possible, the bidder shall take two representatives of the Department to a site where the identical unit is installed and in functional order. The cost for this site visit is for the account of the bidder, and it will not place any obligation on the Department to procure from this specific bidder.		
4.	TECHNICAL SPECIFICATIONS GENERAL	REPLY: PROVIDE INFORMATION Do not type. Add comments or attachments where/as required	
4.1	State the name of the manufacturer.		
4.2	State the model of the unit on offer.		
4.3	State the software version of the unit on offer.		
4.4	State the operating system		
4.5	State the year of first manufacture of the basic machine platform design being offered (not the software year of design). Preference shall be given to the offer where the hardware platform design is less than three years old. Provide manufacturer proof of this statement.		
4.6	Indicate how user management is controlled and if/how audit trail can be achieved.		
5	SYSTEM AND COMPONENTS REQUIRED	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
5.1	The system offered shall be a C-Arm system with flat panel detectors of minimum 20cm x 20cm . It shall have a separate mobile cart to enable/allow post -processing to be performed by relevant staff before sending the images to PACS. It shall be fully customized to fit a very wide range of diagnostic imaging.	Comply	Do not Comply
6	SYSTEM X-RAY GENERATOR AND X-RAY TUBE:	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
6.1	The generator nominal peak power output shall be at least a 15KW. Unit must be a high frequency converter, microprocessor-controlled X-ray generator. State the kW of the unit offered	Comply	Do not Comply

6.2	The offered system shall function off a 220 V (+/- 10 %) single phase, 50 Hz, 16A supply and be fitted with a SABS approved 3 pin rubber plug top held down by two screws.	Comply	Do not Comply
6.3	The minimum length of the power supply cord shall be 5 meters.	Comply	Do not Comply
6.4	The maximum tube voltage shall not be less than 120kV.	Comply	Do not Comply
6.5	The maximum tube current for a single image/snapshot/cine pulse/radiography shall not be less than 75mA. State maximum tube current	Comply	Do not Comply
6.6	Automatic dose control regulating both kV and mA must be included, but it should also be possible to select factors manually.	Comply	Do not Comply
6.7	The offered unit must have a rotating anode tube system. The Bidder to state the type of tube technology employed and anode angle.	Comply	Do not Comply
6.8	The X-Ray Tube Focal Spots should be 0,3mm X 0,6mm or better. The Bidder to state the offered product's tube focal spots.	Comply	Do not Comply
6.9	The Bidder to state the offered product's anode thermal capacity in kHU. Must be 300kHU or better.		
6.10	The Bidder to state the anode cooling capacity in kHU/min.		
6.11	The Bidder to state the inherent filtration in mm Al at 75 kV.		
6.12	The Bidder to state the total beam filtration in mm Al.		
	THE OFFERED UNIT/EQUIPMENT MUST HAVE THE FOLLOWING ACQUISITION MODES AND COMPLY OR EXCEED THE REQUIREMENTS LISTED BELOW		
7	CONTINUOUS MODE FLUOROSCOPY:	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
7.1	The offered unit should be capable of storing of cine loops at a maximum of 30Fps.	Comply	Do not Comply
7.2	kV Control between 40-120 kV (10% tolerance) in 1 kV steps.	Comply	Do not Comply
7.3	Indicate mA Control during low dose fluoroscopy (10% tolerance) and indicate mA steps.	Comply	Do not Comply
7.4	The offered unit shall have a High-Definition Fluoroscopy mode. Indicate minimum mA of up to maximum mA during this mode.	Comply	Do not Comply
7.5	The offered unit shall include a mode which will improve the noise levels of images for dense patients. State how this is done.	Comply	Do not Comply
8	PULSED FLUOROSCOPY:	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type.	

		Add comments or attachments as required	
8.1	kV Control between 40-120-kV (10% tolerance) Indicate kV steps.	Comply	Do not Comply
8.2	State mA Control values during low dose fluoroscopy (10% tolerance) as well as 1 mA steps.	Comply	Do not Comply
8.3	The offered unit shall have an approximate pulse rate of between 12.5 and 30 pulses per second required for dynamic procedures. The Bidder to state the maximum pulse rate and pulse rate range in pulses per second.	Comply	Do not Comply
9	PULSED FLUOROSCOPY: VARIOUS DOSE SETTINGS	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
9.1	Radiation safety measures for patients and operators is essential. The unit on offer must have a dose saving mode.	Comply	Do not Comply
9.2	Bidder to state:	Provide information:	
	a) KV range shall be between 40kV and 120kV		
	b) State the mA control (10% tolerance)		
	c) Pulse rate of at least 12.5 pulses/sec for half dose setting		
	d) State pulse rate for lquarter dose settings		
	e) The Bidder to state the pulse rate in pulses per second as well as the width per pulse		
	f) Bidders to state dose reduction for both modes		
10	PULSED RADIOGRAPHY/EXPOSURE TECHNIQUE:	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
10.1	Pulsed Radiography will be used to produce high quality images and at the same time reduce the dosage to the patient. These images will be for archiving purposes.	Comply	Do not Comply
10.2	The Bidder to state the kV range and if the kV control is in 1 kV steps.		
10.3	The Bidder to state the mA range and the mA steps.		
10.4	The offered unit shall have at least 3 to 5 different pulses rates per second. The Bidder to state the offered unit's pulse rate range in pulses per second.	Comply	Do not Comply
11	COLLIMATOR SYSTEM	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type.	

		Add comments or attachments as required	
11.1	The collimators shall be able to rotate and motorized.	Comply	Do not Comply
11.2	Provide details of collimation.		
11.3	The collimators must be adjustable on live and last image hold. Minimum of two independently movable lead shutters.	Comply	Do not Comply
11.4	The shutters must be able to rotate and must be independently adjustable.	Comply	Do not Comply
11.5	The collimator system must be able to rotate 360°.	Comply	Do not Comply
12	FLAT DETECTORS AND PROCESSORS	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
12.1	The detectors shall be a flat panel design, high resolution, and a minimum of 20cm x 20cm. State detector size offered	Comply	Do not Comply
12.2	State the detector type and technology used to create an image		
12.3	Mag features shall be available to enlarge small details of anatomy and signals. Available zoom modes and sizes must be specified.	Comply	Do not Comply
12.4	Automatic Brightness Stabilization shall be available.	Comply	Do not Comply
12.5	The image matrix shall be at least 16 bits depth.	Comply	Do not Comply
12.6	Pixel matrix shall be 1334 x1334 pixels or higher	Comply	Do not Comply
12.7	State the pixel pitch. Must be 100µm or better.		
12.8	State the spatial resolution at display in lp/mm for Mag 0 and 0 Zoom, Mag 1 and Mag 2 during acquisition.		
12.9	The unit shall be fitted with a focused grid with a carbon fibre cover.	Comply	Do not Comply
12.10	The successful vendor will provide a removable Perspex cover with rounded corners as not to puncture plastic covers for the detector as part of the offer. Can be an aftermarket product but must be approved by end-user and CED Goodwood Clinical Engineering staff before installation.	Comply	Do not Comply
12.11	Unit offered must have a feature that compensates for metal artefacts.	Comply	Do not Comply
13	MOBILE VIEW STATION (Cart) SPECIFICATIONS	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW	

		Do not type. Add comments or attachments as required	
13.1	The image shall be electronically rotatable through 360°. This must be possible live and on Last Image Hold (LIH).	Comply	Do not Comply
13.2	Should have the ability of black/white inversion, measurement, and annotation.	Comply	Do not Comply
13.3	The offered product shall have an Image reversal feature for both left/right and up/down. Must be possible live and on Last Image Hold (LIH).	Comply	Do not Comply
13.4	Two 19", high resolution white monitors, or one monitor with a split screen, should form part of the TV system. State size of monitor if it is a one monitor system with split screen. The active/left monitor preferably to be touch control if 2 screen system. Indicate how image preprocessing is being performed.	Comply	Do not Comply
13.5	The monitors shall make use of LCD or later (better) technology and have a resolution of at least 1024 x 1024 pixels. Bidder to state the offered monitors' resolution in pixels.	Comply	Do not Comply
13.6	The offered unit shall have a timer indicating lapsed screening time on the display (5minute cumulative timer with warning buzzer). State maximum uninterrupted fluoro time before 'unit block'	Comply	Do not Comply
13.7	The offered system shall have a Last Image Hold (LIH) function in order to avoid the need for unnecessary radiation during fluoroscopy.	Comply	Do not Comply
13.8	State the capacity of the maximum stored images on the unit on offer.		
13.9	The Bidder to specify the size and type of HDD.		
13.10	The offered unit shall have at least a 12-bit imaging processing unit to provide maximum image quality at the lowest possible radiation.	Comply	Do not Comply
13.11	The image display matrix shall be at least 1024 x 1280 (pixels). State image matrix of offered system.		
13.12	It shall be possible to save the acquired images to USB in DICOM 3.0.	Comply	Do not Comply
13.13	Operating system, if Windows based, should be at least Windows 10 or latest Windows release. Specify the operating system	Comply	Do not Comply
13.14	Specify the computer hardware: e.g., CPU and RAM		
13.15	Specify startup time of unit. Units offered with a shorter startup time will get preference due to emergency theatre procedures.		
13.16	The offered unit should be able to function independently: The C-arm system and the mobile viewing station (mobile cart).	Comply	Do not Comply
13.17	The monitors must be height adjustable in order to be adjusted up and down for the convenience of the surgeon		

13.18	The monitors must be capable to rotate to optimize viewing angle.		
14	MOBILE STAND: C-ARM SUPPORT	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
14.1	The Mobile Stand providing support for the C-Arm and Control Cabinet must be easily manoeuvrable, compact, and stable. The Bidder to state the mass of the C-Arm and Control Cabinet in kg.	Comply	Do not Comply
14.2	The C-Arm shall be motor-driven height adjustment of approximately 420mm ($\pm 15\%$). The Bidder to state range of height adjustment.	Comply	Do not Comply
14.3	The offered stand shall have large castors that facilitate easy movement of the complete unit. The castors shall have cable deflectors. The Bidder to state the diameter of castors.	Comply	Do not Comply
14.4	The offered stand shall have a steering handle controlling the castors (at least 2 casters) to facilitate easy manoeuvring of the unit. It shall be possible to rotate the castors through 90 degrees to enable the unit to move in a parallel direction to the patient.	Comply	Do not Comply
14.5	The offered stand shall have a central floor lock to lock the unit into position.	Comply	Do not Comply
14.6	The movements of the c-arm must be counter balanced to ensure that the c/arm remains stable when all locks are disengaged or engaged. The following movements must be possible, the Bidder to state the movements and whether they are locked by means of an electromagnetic brake or mechanical lock:	Comply	Do not Comply
14.7	Angulation movement estimate +90, -45 degrees.	Comply	Do not Comply
14.8	Rotation of C-Arm +/- 180 degrees (10%) detector can be used either above or below patient.	Comply	Do not Comply
14.9	Longitudinal movement of C-Arm arc at least 200mm. Bidder to state the movement distance in mm.	Comply	Do not Comply
14.10	Swivel of C-Arm +/- 10 to 20 degrees. Please state	Comply	Do not Comply
14.11	The radius (arc depth) of offered C-Arm shall be at least 700mm. The Bidder to state the offered C-Arm radius (arc depth).	Comply	Do not Comply
14.12	The distance between front of detector to front of X-Ray collimator must be at least 770mm.	Comply	Do not Comply
14.13	The Source to Image/Detector Distance (SID) shall not be greater 1070mm and not less than 980mm. Please state SID of offered system.	Comply	Do not Comply
14.14	Indicate if the unit are fitted with an integrated laser that will allow accurate positioning of the c-arm without applying radiation.		
14.15	A touch screen LCD monitor must be fitted on the c-arm stand to improve workflow. State monitor size. Minimum of 10" or larger.	Comply	Do not Comply

15	GENERAL REQUIREMENTS AND ADDITIONAL OPTIONS:	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
15.1	All controls of the control console shall be clearly marked and ergonomically placed to enhance ease of operation.	Comply	Do not Comply
15.2	The Bidder to state if the kV-, mA-, mAs- values and exposure times are displayed on the offered unit.		
15.3	The offered system shall have a user-friendly interface patient database.	Comply	Do not Comply
15.4	The Bidder to state if post processing is available on the offered system. The Bidder to provide full details.		
15.5	The Bidder to indicate if an image on the mobile viewing station (cart) could be displayed on one monitor independently of the other monitor, i.e., one image is frozen while the other screen shows the images captured during a fluoroscopy procedure.	Comply	Do not Comply
15.6	The Bidder to provide a clear costing and details, including descriptive brochures, on additional options. All offered options must be fully interfaceable with the main offered unit and fully functional without the need for any additional equipment.	Comply	Do not Comply
15.7	Unit to be fitted with a Dose Area Product (DAP) meter to monitor and record effective patient dose levels as well as accumulated dose for the same patient.	Comply	Do not Comply
16	ACCESSORIES THAT NEED TO BE PART OF THE MAIN BID PRICE PER UNIT	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
16.1	A wired as well as a wireless fluoroscopy footswitch. Cable length to be at least 5 meters.	Comply	Do not Comply
16.2	Radiography hand switch	Comply	Do not Comply
17	IMAGING EQUIPMENT CONFORMANCE FOR PACS/RIS INTEGRATION	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
PREAMBLE:			
	The Provincial Health Top Management at its meeting on 5 September 2006 decided in principle to change to a digital image management system, commonly referred to as PACS (Picture Archiving and Communication System), with the associated conversion to digital image generation.	Noted	

	Following this decision, the DMIMTC (D igital M edical I maging & M anagement T echnical C ommittee) was established to facilitate this process.	Noted	
	One of the first tasks given to this committee was to ensure that all equipment purchased thereafter would be able to integrate with the decision made by the Provincial Health Top Management. This addendum, to all imaging equipment tender documents, will serve as part of the compulsory specifications for all imaging equipment. The purpose of this will be to ensure that all imaging equipment purchased will comply with the provincial digitization vision.	Noted	
	During this period of transition, it is crucial that the equipment works within the non-digital environment, the partly digital environment and finally the fully digital environment	Noted	
	The following statements refer to the vendor's responses:	Noted	
	The vendor shall indicate that they have taken note of all information provided, by unambiguously indicating "Noted" within the box provided.	Comply	Do not Comply
	The vendor shall answer all specification requirements, by unambiguously indicating "Comply" or "Do Not Comply" within the boxes provided.	Comply	Do not Comply
	Should the vendor want to provide a detailed reply, the reply shall be provided within the space "Detailed reply:" provided.	Comply	Do not Comply
	When required to "State / Describe" details, the reply shall be provided within the space "Detailed reply:" provided.	Comply	Do not Comply
17.1	System shall be able to be linked to an existing multi-vendor network	Comply	Do not Comply
17.1.1	The system shall be integrated to PACS/RIS	Comply	Do not Comply
17.2	DICOM (Digital Imaging and Communication in Medicine)		
17.2.1	The vendor shall support the DICOM 3 format (Attach Detailed reply)	Comply	Do not Comply
17.2.2	The vendor shall provide a conformance statement for the modality. (Attach Detailed reply)	Comply	Do not Comply
17.2.3	The vendor shall support the following DICOM services (Attach Detailed reply)	Comply	Do not Comply
17.2.4	DICOM Storage (Attach Detailed reply)	Comply	Do not Comply
17.2.5	DICOM Storage Commitment (Attach Detailed reply)	Comply	Do not Comply

17.2.6	DICOM Modality Worklist (Attach Detailed reply)	Comply	Do not Comply
17.2.7	DICOM Modality Performed Procedure Step (Attach Detailed reply)	Comply	Do not Comply
17.2.8	DICOM Query / Retrieve (Attach Detailed reply)	Comply	Do not Comply
17.2.9	DICOM Print (Attach Detailed reply)	Comply	Do not Comply
17.2.10	The vendor shall allow DICOM mapping. (Attach Detailed reply)	Comply	Do not Comply
17.2.11	The vendor shall at least populate the following DICOM tags (Attach Detailed reply)	Comply	Do not Comply
17.2.12	Study Date (0008,0020) (Attach Detailed reply)	Comply	Do not Comply
17.2.13	Modality (0008,0060) (Attach Detailed reply)	Comply	Do not Comply
17.2.14	Institution Name (0008,0080) (Attach Detailed reply)	Comply	Do not Comply
17.2.15	Referring Physician (0008,0090) (Attach Detailed reply)	Comply	Do not Comply
17.2.16	Station Name (0008,1010) (Attach Detailed reply)	Comply	Do not Comply
17.2.17	Study Description (0008, 1030) (Attach Detailed reply)	Comply	Do not Comply
17.2.18	Series Description (0008, 103E) (Attach Detailed reply)	Comply	Do not Comply
17.2.19	Body Part (0018, 0015) (Attach Detailed reply)	Comply	Do not Comply
17.2.20	Operators' Name (0008,1070) (Attach Detailed reply)	Comply	Do not Comply
17.2.21	Patient Name (0010,0010) (Attach Detailed reply)	Comply	Do not Comply
17.2.22	Patient ID (0010,0020) (Attach Detailed reply)	Comply	Do not Comply
17.2.23	Patient Date of Birth (0010,0030) (Attach Detailed reply)	Comply	Do not Comply
17.2.24	Patient Sex (0010,0040) (Attach Detailed reply)	Comply	Do not Comply
17.2.25	Exposure Time (0018,1150) (Attach Detailed reply)	Comply	Do not Comply
17.2.26	Dose Product (0018,115E) (Attach Detailed reply)	Comply	Do not Comply
17.2.27	DICOM 3.0 Dose Report (Attach Detailed reply) and can it be sent to PACS?	Comply	Do not Comply
17.2.28	Cine stack (0020,9056) (Attach Detailed reply)	Comply	Do not Comply
17.2.29	Specific character set (ISO_IR 100) (Attach Detailed reply)	Comply	Do not Comply

17.3	IHE (Integrating Healthcare Enterprises)		
17.3.1	The bidder shall support the IHE revision 9 standard (Attach Detailed reply)	Comply	Do not Comply
17.3.2	The bidder shall provide the IHE integration statement for the modality. (Attach Detailed reply)	Comply	Do not Comply
17.3.3	The bidder shall comply to the following actors and options within the following IHE integration profiles (Attach Detailed reply)	Comply	Do not Comply
17.3.4	Should the vendor not comply with the actor or option within the specified integration profile; the vendor shall have to describe how their product will achieve the same level of workflow functionality in the appropriate "Detailed reply" space provided. (Attach Detailed reply)	Comply	Do not Comply
17.4	Scheduled Workflow (SWF) profile		
17.4.1	Acquisition modality actor within the Scheduled Workflow (SWF) profile (Attach Detailed reply)	Comply	Do not Comply
17.4.2	Evidence creator within the Scheduled Workflow (SWF) profile (Attach Detailed reply)	Comply	Do not Comply
17.4.3	Image display within the Scheduled Workflow (SWF) profile (Attach Detailed reply)	Comply	Do not Comply
17.4.4	Assisted Protocol Setting Option within the Scheduled Workflow (SWF) profile (Attach Detailed reply)	Comply	Do not Comply
17.4.5	Exception Management Option within the Scheduled Workflow (SWF) profile (Attach Detailed reply)	Comply	Do not Comply
17.5	Consistent Presentation of Images (CPI) profile		
17.5.1	Acquisition modality within the Consistent Presentation of Images (CPI) profile (Attach Detailed reply)	Comply	Do not Comply
17.5.2	Print composer within the Consistent Presentation of Images (CPI) profile (Attach Detailed reply)	Comply	Do not Comply
17.5.3	Image display within the Scheduled Workflow (CPI) profile (Attach Detailed reply)	Comply	Do not Comply
17.5.4	Evidence creator within the Consistent Presentation of Images (CPI) profile (Attach Detailed reply)	Comply	Do not Comply
17.6	Presentation of Grouped Procedures (PGP) profile		
17.6.1	Acquisition modality within the Presentation of Grouped Procedures (PGP) profile (Attach Detailed reply)	Comply	Do not Comply
17.7	Evidence Documents (ED) profile		

17.7.1	Acquisition modality within the Evidence Documents (ED) profile (Attach Detailed reply)	Comply	Do not Comply
17.7.2	Evidence creator within the Evidence Documents (ED) profile (Attach Detailed reply)	Comply	Do not Comply
17.7.3	Image display within the Evidence Documents (ED) profile (Attach Detailed reply)	Comply	Do not Comply
17.8	Patient Information Reconciliation (PIR) profile		
17.8.1	Acquisition modality within the Patient Information Reconciliation (PIR) profile (Attach Detailed reply)	Comply	Do not Comply
17.9	Key Image Note (KIN) profile		
17.9.1	Acquisition modality within the Key Image Note (KIN) profile (Attach Detailed reply)	Comply	Do not Comply
17.9.2	Evidence creator within the Key Image Note (KIN) profile (Attach Detailed reply)	Comply	Do not Comply
17.9.3	Image display within the Key Image Note (KIN) profile (Attach Detailed reply)	Comply	Do not Comply
17.10	Portable Data for Imaging (PDI) profile		
17.10.1	Portable Media creator within the Portable Data for Imaging (PDI) profile (Attach Detailed reply)	Comply	Do not Comply
17.10.2	Print composer within the Portable Data for Imaging (PDI) profile (Attach Detailed reply)	Comply	Do not Comply
17.11	Access to Radiology Information (ARI) profile		
17.11.1	Image display within the Access to Radiology Information (ARI) profile (Attach Detailed reply)	Comply	Do not Comply
17.12	Charge Posting (CHG) profile		
17.12.1	Acquisition modality within the Charge Posting (CHG) profile (Attach Detailed reply)	Comply	Do not Comply
17.12.2	Evidence creator within the Charge Posting (CHG) profile (Attach Detailed reply)	Comply	Do not Comply
17.13	CONNECTION TO NETWORK		
17.13.1	The imaging modality shall connect to a computer network (Attach Detailed reply)	Comply	Do not Comply
17.13.2	The cost of networking the system to all existing equipment shall form part of the installation cost and shall be included in the system price.	Comply	Do not Comply
17.13.3	The modality network card shall be at least 1Gbit per second (Attach Detailed reply)	Comply	Do not Comply
17.13.4	The modality network card shall be backwards compatible to 100Mbit per second (Attach Detailed reply)	Comply	Do not Comply

17.13.5	Wireless connectivity 2.4GHz and 5GHz (Attach Detailed reply)	Comply	Do not Comply
17.13.6	Preference will be given to those units that can wirelessly retrieve a DMWL and send imaging to the PACS.	Comply	Do not Comply
17.13.7	The bidder shall configure the network connectivity during installation (Attach Detailed reply)	Comply	Do not Comply
17.13.8	The DoH shall provide the bidder with the relevant IP addresses, computer names, AE titles and AE ports for connectivity (Attach Detailed reply)	Comply	Do not Comply
17.13.9	The bidder shall train the DoH to configure future network connections to allow for future changes to the network. (Attach Detailed reply)	Comply	Do not Comply
17.13.10	All proposed networking installations shall comply with the requirements of the Western Cape Government Cel Department of the Premier and shall be approved by them before installation may commence.	Comply	Do not Comply
17.14	USER AUTHENTICATION		
17.14.1	The user shall have the ability to log on to the imaging modality (Attach Detailed reply)	Comply	Do not Comply
17.14.2	User authentication shall occur at least via a unique user ID and password (Attach Detailed reply)	Comply	Do not Comply
17.14.3	Authentication methods that streamline workflow will be favourably considered e.g. fingerprint scanning, card readers, etc. (Attach Detailed reply)	Comply	Do not Comply
17.14.4	Please state the authentication used (Attach Detailed reply)	Comply	Do not Comply
17.14.5	After a user defined period of inactivity, the imaging modality will automatically log off the user (Attach Detailed reply)	Comply	Do not Comply
17.14.6	The username will be connected to the full name of the operator. (Attach Detailed reply)	Comply	Do not Comply
17.14.7	The full name of the operator shall be used to populate the DICOM tag Operators' Name (0008,1070) (Attach Detailed reply)	Comply	Do not Comply
17.15	AUTOMATIC FORWARDING		
17.15.1	The modality shall automatically forward, without user intervention, the imaging examination. (Attach Detailed reply)	Comply	Do not Comply
17.15.2	The user shall be able customize what images are forwarded (Attach Detailed reply)	Comply	Do not Comply
17.15.3	The user shall be able customize when the images are forwarded (Attach Detailed reply)	Comply	Do not Comply

17.15.4	The user shall be able customize where the images are forwarded to. (Attach Detailed reply)	Comply	Do not Comply
17.16	ICT Compliance	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
17.16.1	The service provider must comply with all WCG Western Cape Government Cel Department of the Premier Standards.	Comply	Do not Comply
18	SYSTEM WARRANTY	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
18.1	A minimum guarantee period of 12 months is applicable. All parts and all labour costs shall be included during the warranty period. All preventative maintenance services required as per OEM, as well as QA tests required as per regulation, will be included, free of charge, within the warranty period. State warranty period included.	Comply	Do not Comply
19	INSTALLATION REQUIREMENTS	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
19.1	The successful Bidder shall be responsible for the delivery, installation, and commissioning of the new equipment.	Comply	Do not Comply
19.2	The Bid price shall include all installation costs for the successful functioning of the equipment.	Comply	Do not Comply
19.3	The Bidder shall satisfy themselves as to the suitability of the power supply. Bidders should test the current power supply to ensure conformity with the offered equipment.	Comply	Do not Comply
19.4	Bidders shall satisfy themselves as to the environmental conditions. Any additional features that are required, such as air conditioning, shall be detailed and included in the price for alterations.	Comply	Do not Comply
19.5	The successful Bidder shall make good any damages incurred during installation.	Comply	Do not Comply
20	UPGRADABILITY	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
20.1	Bidders shall state their policy regarding future software updates and the costs that shall be involved.		
20.2	The Bidder shall state current EC and FDA approved upgrade paths with availability, delivery dates, and costs.		

20.3	The Bidder shall state what hardware and software shall be available, with costs and projected dates.		
21	UPGRADE POLICY	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
21.1	The Bidder shall describe their upgrade policy for future equipment improvement (hardware and software).		
21.2	All future upgrades (hardware and software) involving patient safety shall be offered and supplied at no additional cost.	Comply	Do not Comply
21.3	All future upgrades removing software bugs from existing software shall be supplied at no cost.	Comply	Do not Comply
21.4	Any upgrade before or after installation of the equipment involving additional cost shall be brought to the attention of the Western Cape Department of Health.	Comply	Do not Comply
22	REGULATIONS AND GENERAL SAFETY	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
22.1	All equipment, the installation and any alteration/additions shall comply with any - and all regulations relevant to the installation and use of Digital C-arm equipment and all ancillary support systems, and specifically, but not exclusively, to: a) The Occupational Health and Safety Act (1993) b) The wiring code S.A.B.S. 0142 c) Hazardous Substance Act (1973) and d) The radiation safety regulations as laid down by the Directorate Radiation Control of the Department of Health	Comply	Do not Comply
22.2	The onus shall be on the successful Bidder to ensure that a license is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and site.	Comply	Do not Comply
23	GENERAL MAINTENANCE INFORMATION	REPLY: "COMPLY YES/NO" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
23.1	State the service intervals per year as prescribed by the manufacturer. Supporting documents shall be provided and clearly marked (indicate page no.).		
23.2	State the duration of each service mentioned above (hours).		

23.3	Supply the names of the technicians in direct employ, that are factory trained on the - or similar c-arm units offered and are based in the Western Cape. Supporting documents shall be provided and clearly marked (indicate page no.). The successful bidder must commit to sending at least one technician based in the Western Cape for factory training, if a new system is offered.		
23.4	The Bidder shall state the maximum reasonable response time (in hours) for a service technician to be onsite after a fault is reported.		
23.5	State the approximate turnaround time for spares in the case of a breakdown and if the spares must be ordered from abroad. Minor parts must be kept in RSA to reduce down time of the unit		
23.6	All spares replaced shall be new and carry a manufacturer warranty. State the warranty period of replaced spares.	Comply	Do not Comply
23.7	In case of a service contract entered between the successful Bidder and the Department of Health all spares replaced during the contract period shall be new and shall carry a warranty as stated above.	Comply	Do not Comply
23.8	The Bidder shall supply all software (including software-keys and/or passwords) to allow for trouble shooting (fault finding), maintenance, calibrations, repairs and services at no additional costs.	Comply	Do not Comply
23.9	State the maximum ambient room temperature and relative humidity allowed for the system to function normally.		
24	MAINTAINABILITY	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
24.1	The Bidder shall indicate which consumable and non-consumable items are required for the normal operation and standard maintenance of the offered equipment.		
24.2	The Bidder shall indicate the cost of each of the above items. This does not necessarily mean that these items would be purchased from the successful Bidder.		
24.3	The Bidder shall indicate all items that are proprietary items that only the equipment supplier can supply.		
24.4	The Bidder shall have an established technical support base in the Western Cape Province. The Bidder shall provide the physical address of the technical facility/workshop.	Comply	Do not Comply
24.5	The Bidder shall have an adequate quantity of factory-trained technicians, trained on the offered- or same type of equipment, in their direct	Comply	Do not Comply

	employ, based in the Western Cape Province; full contact details of these technicians will be furnished to radiology staff and kept up to date at all times.		
24.6	The successful Bidder shall supply the original fully detailed technical/workshop maintenance manuals, not photocopies as well as 2 CD copies at no additional cost.	Comply	Do not Comply
24.7	The bidder shall include a firm commitment (in writing) from the principal manufacturer that the latter would supply spares, components, upgrades and support for technical staff at CED Goodwood clinical for the expected life of their offered system and software, should their local agent/supplier default.	Comply	Do not Comply
25	COST OF OWNERSHIP	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
25.1	A minimum warranty period of 12 months is applicable. All parts, maintenance, corrective maintenance, QA, labour and travel costs shall be included during the warranty period; The warranty period will only be valid once the unit is installed and operational.	Comply	Do not Comply
25.2	State the percentage annual increase planned for in the estimate above.		
25.3	Bidders shall state their current technical labour cost per hour on the equipment offered (R/h).		
25.4	State the current travel costs involved on a repair call-out or routine service (R/km and/or R/travel time per hour).		
25.5	State the current cost of each service as prescribed by the manufacturer (including spares, labour, travel, and all other costs normally charged for in such service).		
26	TRAINING	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
26.1	The Bidder shall undertake to provide a comprehensive training schedule for all user Departments - Radiology and including all representatives of all user staff and doctors of the Hospital.	Comply	Do not Comply
26.2	Comprehensive QC training for selective staff and vendor to supply QC manuals	Comply	Do not Comply
26.3	The successful Bidder shall provide initial training for 20 users at no extra cost. Application training shall be conducted to ensure the correct application and use of the unit. The training of	Comply	Do not Comply

	personnel must commence immediately after commissioning.		
26.4	Training dates shall be agreed to and a signed attendance list after the training shall be supplied to the Radiology department before any payment can take place.	Comply	Do not Comply
26.5	3 user training sessions shall be supplied within the first year at a suggested 6-month interval between training sessions.	Comply	Do not Comply
26.6	The successful Bidder shall provide additional future support of users in the use of all features of the equipment offered at no additional cost (minimum 2 days per annum).	Comply	Do not Comply
26.7	State the technical training offered to the technical staff based at Clinical Engineering Goodwood, relevant to the equipment.		
27	DOCUMENTATION	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
27.1	All documents shall be in English and Original documents – no copies shall be accepted and at least one document shall be supplied in a paper format, which is properly bound.	Comply	Do not Comply
27.2	One complete set of comprehensive workshop/service manuals, including wiring schematics and service software/passwords shall be supplied.	Comply	Do not Comply
27.3	One complete set of user manuals shall be supplied.	Comply	Do not Comply
27.4	On-site logbook shall be supplied and kept current with acceptance test results, QA results, service schedules and repairs as and when they occur.	Comply	Do not Comply
27.5	A license issued in terms of the Hazardous Substances Act, (Act No. 15 of 1973) shall be submitted with the Bid. Failure to submit such a license may result in a Bid not being considered.	Comply	Do not Comply
28	MAINTENANCE CONTRACT (optional)	REPLY: "COMPLY OR DO NOT COMPLY" IN THE BOXES BELOW Do not type. Add comments or attachments as required	
28.1	An extended warranty contract for a three (3) year period after the warranty expiry date, shall be provided, with an option to extend for two (2) years. This need to be clearly identified/marked as 'optional' . The following requirements shall be included in the 3-year maintenance agreement: a) All spare parts i.e. vacuum products (x-ray tubes) and digital flat detectors shall be included in the contract.	Comply	Do not Comply

	b) Items supplied as part of the tender, i.e. chiller, injector and UPS shall form, part of the contract. All accessories and options included shall form part of the guarantee.		
28.2	Preventative and corrective labour shall be included.	Comply	Do not Comply
28.3	Annual QA checks as per radiation control shall be included.	Comply	Do not Comply
28.4	All traveling shall be included.	Comply	Do not Comply
28.5	Guaranteed onsite response times of 6 hours, during normal working hours.	Comply	Do not Comply
28.6	All preventative services per annum as required by the manufacturer shall be included in the contract.	Comply	Do not Comply
28.7	Any spare part deliveries shall be within a time frame of maximum 72 hours.	Comply	Do not Comply
28.8	An uptime guarantees of at least 98% per month shall be maintained.	Comply	Do not Comply
28.9	Uptime shall be measured on a monthly basis in arrears. Should the downtime exceed the allowable time, penalties shall be applicable.	Comply	Do not Comply
28.10	The successful Bidder shall be requested to sign the agreement based on the pricing supplied in the Bid Document.	Comply	Do not Comply
28.11	List the maintenance agreement as separate schedule.	Comply	Do not Comply

Section 7

WCBD 4

PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit, or

(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“Controlling interest” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal, dishonest, unauthorized, incomplete or biased; or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorized or improper inducement to do or 45 not to do anything of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

“entity” means any -

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means – a provincial department or provincial public entity listed in

Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. 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.

SECTION A DETAILS OF THE ENTITY		
	<i>CSD Registration Number</i>	MAAA
	<i>Name of the Entity</i>	
	<i>Entity registration Number (where applicable)</i>	
	<i>Entity Type</i>	
	<i>Tax Reference Number</i>	
<i>Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.</i>		

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

[illegible]

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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TABLE B

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	OF
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for facsimile number Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- i. Do you know and understand the contents of the declaration? ANSWER:
- ii. Do you have any objection to taking the prescribed oath? ANSWER:
- iii. Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- iv. Do you want to make an affirmation? ANSWER:

I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:
.....

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TOGETHER WITH YOU BID.

INTRODUCTION

The National Industrial Participation Programme (NIP), which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to, or exceeding, US\$ 10 million or other currency equivalent to US\$ 10 million, will have an NIP obligation. The threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$ 10 million.

or

(b) Multiple contracts for the same goods, works or services, each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period, which in total exceeds US\$ 10 million.

or

(c) A contract with a renewable option clause where, should the option be exercised, the total value of the imported content will exceed US\$ 10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to, or exceeds, US\$ 3 million worth of goods, works or services to the same government institution, which in total, over a 2 year period, exceeds US\$ 10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1(a) to 1.1(c) above will amount to 30% of the imported content, whilst suppliers in respect of paragraph 1.1(d) shall incur 30% of the total NIP obligation on a *pro rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

1.4 A period of 7 years has been identified as the timeframe within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required, immediately after the award of a contract that is in excess of R10 million (ten million Rands), to submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose of reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in the aforementioned sub-paragraphs 1.1(b) to 1.1(d).

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this WCBD5 document together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1(b) to 1.1(d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:
- Bid/contract number.
 - Description of goods, works or services.
 - Name on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact and furnished the DTI with the information required, the following steps will be followed:
- (a) the contractor and the DTI will determine the NIP obligation;
 - (b) the contractor and the DTI will sign the NIP obligation agreement;
 - (c) the contractor will submit a performance guarantee to the DTI;
 - (d) the contractor will submit a business concept for consideration and approval by the DTI;
 - (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - (f) the contractor will implement the business plans, and
 - (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 THE NIP obligation agreement is between the DTI and the successful bidder (contractor) and therefore does not involve the purchasing institution.

Bid number:	WCGHCC0027/2024	Closing date:	20 September 2024
Name of bidder:			
Postal address:			
Signature:		Name in print:	
Date:			

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** 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;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 1.16 **"Proof of B-BBEE status level contributor"** means –
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act

- 1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate 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, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
 - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
- (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the preference points system shall be applicable;
or
- (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE status level of contribution.
- 2.4 The maximum points for this bid are allocated as follows:

PRICE	POINTS	
	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
 (a) points out of **80/90** for **price**; and
 (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\max}$ = Price of highest acceptable bid

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level: = *(maximum of 20 points in terms of 80/20)*

8.2 B-BBEE Status Level: = *(maximum of 10 points in terms of 90/10)*

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? *(delete which is not applicable)* **YES/NO**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? *(delete which is not applicable)* **YES/NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder must state in its response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 Type of company/firm (Select applicable option)

☐	Partnership/Joint venture consortium
☐	One-person business/sole propriety
☐	Close corporation
☐	Public company
☐	Personal liability company
☐	(Pty) Ltd
☐	Non-profit company
☐	State-owned company

10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

Section 10

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

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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 anything 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.

General Conditions of Contract

1. Definitions

- 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.

General Conditions of Contract

- 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.

General Conditions of Contract

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 analysed 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.

General Conditions of Contract

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

General Conditions of Contract

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 those 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 fulfilment 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 contract 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.

General Conditions of 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 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 cancelling 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:

23. Termination for default

- (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.

General Conditions of Contract

- 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 12 persons 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.

General Conditions of Contract

- 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 wilful 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

General Conditions of Contract

		31.2	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
		31.3	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 Participation Programme	Industrial (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices		34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
		34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
		34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

11.1 THE PURPOSE OF THIS CHECKLIST IS TO:

- a) highlight all critical documents that constitute a complete bid; and
- b) provide Bidders with a final opportunity to ensure that all critical documents are properly completed and included in their final offer.
- c) Failure to submit the compulsory documentation will render your offer non-compliant.

11.2 BIDDERS MUST COMPLETE THIS CHECKLIST AND INCLUDE IT IN THEIR BID DOCUMENTS:

PAR./ SECTION	DOCUMENT DESCRIPTION	BIDDER	DEPARTMENT
Section 2 (2.3.7)	Additional supporting information (if any)		
Par 2.4	CSD Registration (compulsory)		
Section 4	WCBD 1 (compulsory)		
Section 5	WCBD 3.1/2 (compulsory)		
Section 6 (compulsory)	WCBD 3.4 (compulsory)		
	SAHPRA license to be included in the offer.		
	Supply DICOM 3.0 Conformance Statement for modality (supply in electronic format)- State compliance		
	Supply latest HL7 conformance statement for your modality – (supply in electronic format) State compliance		
	Supply latest IHE integration statement for your modality – (supply in electronic format) State compliance		
	International Certification (CE or FDA – must be supplied).		
	Modality must be ISO compliant. Provide detail of compliancy.		
Section 7	WCBD 4 Declaration of Interest (compulsory)		
Section 8	WCBD 5 National Industrial Participation (compulsory)		
Section 9	WCBD 6.1		
	B-BBEE Verification certificate or Sworn affidavit		
Section 10	General conditions of contract (GCC)		
Section 11	Bidders checklist		