



**SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND
TRAINING OF A NEW DIGITAL MOBILE THEATRE C-ARM X-RAY UNIT
WITH ALL ACCESSORIES AND A FIVE (5) YEAR SERVICE &
MAINTENANCE PLAN FOR 2 MILITARY HOSPITAL, WYNBERG**

SPSC-B-003-2023

FOR THE

DEPARTMENT OF DEFENCE

SIMON'STOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE: 24 JUNE 2024

TIME: 11:00

VALIDITY: 90 CALENDAR DAYS

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Contact Information

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CONTACT INFORMATION

Technical Information:

Contact: Warrant Officer Class One T.S. Tsogang
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5207

Administrative Information:

Contact: Flight Sergeant Crous
Email Address: spscbidinvitation@gmail.com
Office Tel No: (021) 787 5131

Address for depositing of bid documents

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

BID SUBMISSIONS

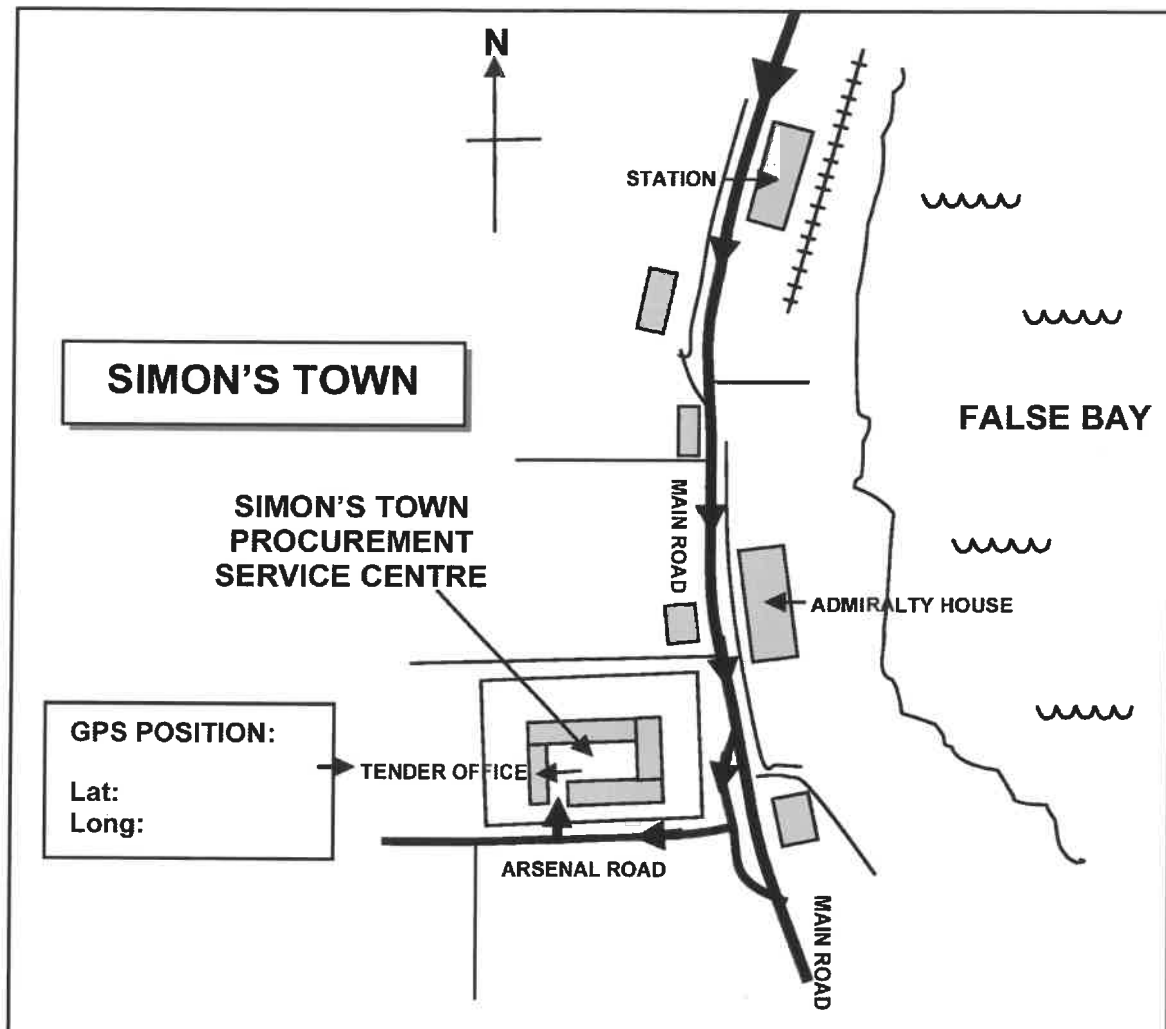
Closing period of bid: Minimum 21 calendar days

Validity of Bid: 90 calendar days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will
Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. No bids received by email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
5. All information regarding the evaluation process must be treated as confidential.
6. The **2 ENVELOPE** system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
 - a. **Envelope 1:** Pricing Schedule (it should contain Pricing Schedule and Cost Breakdown **only**)
 - b. **Envelope 2:** SBD documents, Scope of Work and all other required documents.

NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.

7. The bids will be evaluated according to the following criteria:
 - a. Mandatory and Administration Evaluation Criteria (Phase 1, Stage 1)
 - b. Technical Evaluation (Phase 1, Stage 2)
 - c. Price and Specific Goals Points (Phase 2 & 3)
8. This requirement will be evaluated using the 80/20 principle
9. No late bids will be accepted after the closing date and time.
10. Simon's Town Procurement Service Centre reserves the right to award this requirement as a case.

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

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

S/NO	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Evaluation Criteria
1.	<u>Pricing Schedule & Cost Breakdown:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals must be completed. The bid must be submitted in the <u>Two (2) envelope system as follows:</u> a. Envelope 1: Pricing Schedule & Cost Breakdown (Only Pricing Schedule & Cost Breakdown) in Envelope 1 b. Envelope 2: SBD documents, Statement of Work and all other required documents. NOTE THAT IF THE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix A
2.	<u>SBD 4 - Bidders Disclosure:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will invalidate this offer. Appendix B
3.	<u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C

S/NO	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Administration Evaluation Criteria
4.	SBD 1 / Invitation to Bid: This document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix D
5.	Central Suppliers Database (CSD) Full Registration/Summary Report: The CSD Full Registration/Summary Report should be submitted. The supplier should be: i. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status. ii. Successfully verified bank details iii. Physical Address type iv. Suppliers should be registered for the commodity/service required for this bid Failure to submit the CSD full Registration/Summary Report by the closing date and time may invalidate this offer. Appendix E
6.	SPSC Indemnity Agreement Form: This document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix F
7.	Written Agreement wrt Occupational Health and Safety Agreement (OHASA): The OHASA agreement, signed amongst the DOD and bidder to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix G
8.	SPSC Group Questionnaire: This document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix H
9.	Defence Intelligence Questionnaire (D.I.) The DI Vetting form to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time may invalidate this offer. N.B. The short listed companies will be requested to submit thumb prints. Appendix I

TECHNICAL EVALUATION

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

S/No	Criteria
Phase 1 Stage 2	
1.	<u>SPECIFICATION:</u> The bidder's compliance must be indicated with the word <u>comply/do not comply, agree/do not agree, yes or no</u>, or any other form of acceptance or non-acceptance on the statement of work, <u>each paragraph and sub-paragraph must be acknowledged</u>. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc". The most suitable supplier will be awarded in accordance with compliance to Specification and fit for purpose A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified. This Specification shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre Failure to comply may invalidate this offer. Appendix J
2.	<u>Proof of Factory Warranty from Manufacturer:</u> The bidder to provide proof of a Factory Warranty From the Manufacturer. Failure to submit proof may invalidate this offer. Appendix K
3.	<u>Brochures and Data Sheet:</u> The bidder to provide all relevant Brochures and Data Sheet from the Manufacturer for the C-arm X-Ray Unit. Failure to submit proof may invalidate this offer. Appendix L

Phase 1 Stage 2	
4.	<u>DICOM Conformance Statements:</u> The bidder to provide any form of proof that the item offered conform to DICOM. Failure to submit proof may invalidate this offer. Appendix M
5.	<u>HIS and RIS/PACS Conformance Statements:</u> The bidder to provide any form of proof that the item offered conforms to HIS and RIS / PACS. Failure to submit proof may invalidate this offer. Appendix N

Phase 2: Only bidders that qualified on Phase 2 will be evaluated on phase 2 & 3 (Price and Specific Goals)

Phase 2	Price. (Will be according to specific requirements)	80/
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Phase 3: Preferential points. (As per Preferential Procurement Regulations 2022)
In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

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

LEVEL 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's	4	14	
LEVEL 5	51% owned by any other QSE's	2	12	
LEVEL 6	NOT APPLICABLE			
LEVEL 7	NOT APPLICABLE			
LEVEL 8	Non-compliant	0	0	

NOTE: BIDDERS ARE TO SUBMIT Sworn affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oaths

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

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



PRICING SCHEDULE

Pricing Schedule and Cost Breakdown: All fields on this document must be fully completed. Attention must be given to **page 1, Bidders Information, Total Unit Cost, and Total Cost and Specific Goals must be completed.** The bid must be submitted in the Two (2) Envelope system as follows:

Envelope 1: Pricing Schedule & Cost Breakdown (It should contain Pricing Schedule & Cost Breakdown ONLY)

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

NOTE THAT IF THE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED

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



the sandf

Department of
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : SPSC/B/003/2024

Author: E.A Martinus
Date: 05/30/2024 11:19:07

PRICING SCHEDULE

Bid No.	SPSC/B/003/2024	Document Type	Request for Bid Open
Document No:	0000522662	Company Name:	
Description:	SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND TRAINING OF A NEW DIGITAL MOBILE THEATRE C-ARM X-RAY UNIT WITH ALL ACCESSORIES AND A FIVE (5) YEAR SERVICE & MAINTENANCE PLAN FOR 2 MILITARY HOSPITAL, WYNBERG	Attention:	
Currency:	ZAR	Tel No:	
Closing Date:	2024-06-24 11:00:00	Fax No:	
Status:	Created	Cell No:	
Validity Days:	90 Days	Email:	

No.

1

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-097-4604	SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND TRAINING OF A NEW DIGITAL MOBILE THEATRE C-ARM X-RAY UNIT WITH ALL ACCESSORIES AND A FIVE (5) YEAR SERVICE & MAINTENANCE PLAN FOR 2 MILITARY HOSPITAL, WYNBERG	2 MILITARY HOSPITAL	Wynberg	Each	N/A
Line Comment		Lead Time	Quantity Required	Quantity Available	
TOTAL COST FOR MACHINE INCLUDING SERVICE AND MAINTENANCE FOR FIVE (5) YEARS			1	1	
Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, including VAT and ALL Delivery Costs					

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of Defence).
The following is hereby certified:
This offer is correct and any mistakes will be at my risk.
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding this price quotation or any other price quotation.
I am duly authorized to sign the price quotation.
The offer is inclusive of value Added Tax

Name: Capacity:

Signature: Date:

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

Questionnaires

Questionnaires / Evaluation Criteria

THE 8020 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	Options
Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability	☐ LEVEL1
Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs	☐ LEVEL2
Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs	☐ LEVEL3
	☐ LEVEL4
	☐ LEVEL5
	☐ LEVEL6

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

Level 5: 51% owned by any other QSEs

F

LEVEL 7

F

LEVEL 8

F

NON-COMPLIANT

Attachment Description

Attachment File Name

THE SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND TRAINING OF A NEW DIGITAL MOBILE THEATRE C-ARM X-RAY UNIT WITH ALL ACCESSORIES AND A FIVE (5) YEAR SERVICE & MAINTENANCE PLAN FOR 2 MILITARY HOSPITAL, WYNBERG

COST BREAKDOWN

Bidder's to include a complete cost breakdown for:

- a. Cost for Machine

- b. Service & Maintenance
 - Year 1
 - Year 2
 - Year 3
 - Year 4
 - Year 5

NOTE THAT THIS DOCUMENT (COST BREAKDOWN) & PRICING SCHEDULE TO BE SUBMITTED TOGETHER IN ENVELOPE 1

Failure to submit the cost breakdown as indicated by the closing date and time will invalidate this offer as per Appendix A



SBD 4: BIDDERS DISCLOSURE

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State Institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



SBD 1: INVITATION TO BID

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-003-2024	CLOSING DATE: 24 JUNE 2024	CLOSING TIME:	11H00	
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION AND TRAINING OF A NEW DIGITAL MOBILE THEATRE C-ARM X-RAY UNIT WITH ALL ACCESSORIES AND A FIVE (5) YEAR SERVICE AND MAINTENANCE PLAN FOR 2 MILITARY HOSPITAL, WYNBERG				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABLE WITH THE BID DOCUMENTS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	CPL E.A MARTHINUS		CONTACT PERSON	WO T. TSOGANG	
TELEPHONE NUMBER	021 787 5131		TELEPHONE NUMBER	021 787 5207	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



CENTRAL SUPPLIER DATA BASE (CSD) FULL REGISTRATION/SUMMARY REPORT

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

- i. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.
- ii. Successfully verified bank details
- iii. Physical Address type
- iv. Supplier should be registered for the commodity/service required for this bid

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

**Failure to submit the CSD full
Registration/Summary Report by the closing
date and time may invalidate this offer.
Appendix E**



SPSC INDEMNITY AGREEMENT FORM

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

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



logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

_____ IN RESPECT OF SPSC / B/ _____ /2023

INDEMNITY

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

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

DAMAGE COMPENSATION

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

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

WAIVER

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

ACKNOWLEDGEMENT

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

Full Name and Signature of Bidder's Duly Authorised Representative

Date

Witness 1: _____ Witness 2: _____

Date: _____





WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)

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

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

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

THE DEPARTMENT OF DEFENCE AND _____

_____(Herein after referred to as the contractor)

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

WORKMAN COMPENSATION NUMBER: _____

1, _____ I, _____ (full _____ names)

(Identity Number_____)

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

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

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

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

Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____ 2. _____

Signed and entered into at _____ On _____ 2023



SPSC GROUP QUESTIONNAIRE

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

Appendix H

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

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 24 JUNE 2024
CLOSING TIME OF BID: 11H00

BID NUMBER: SPSC-B-003-2024
VALIDITY: 90 CALENDAR DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Delivery to: **2 MILITARY HOSPITAL, WYNBERG**

Do you confirm compliance to 90 calendar day's validity period? YES / NO

If not, state reason/s.....

Is your price firm for the validity period of 90 days? YES / NO

If not, state reason/s.....

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

.....

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

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

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

General Information

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

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

ADMINISTRATION

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

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

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

WITNESS 1: DATE:

WITNESS 2: DATE:

BIDDER NAME:

SIGNATURE..... DATE:.....

Capacity under which this bid is signed



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

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

N.B. The short listed companies will be requested to submit thumb prints.
Appendix I

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

N.B. The short listed companies will be requested to submit thumb prints of members that will be working in the premises.

Appendix I

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

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

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

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.....

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

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Company Physical Address:

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Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

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

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

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

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

Answer:

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

Answer:

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:
.....
.....

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

Answer:
.....
.....

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

Answer:
.....
.....

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

Answer:
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.....

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

Answer:
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.....

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

Answer:
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.....

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

Answer:

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.....
.....

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

Answer:

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

Answer:

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

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

Answer:
.....
.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

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

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



TECHNICAL EVALUATION

SPECIFICATION: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the specification/scope of work, each paragraph and sub-paragraph must be acknowledged. **No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".** The most suitable supplier will be awarded in accordance with compliance to Specification and fit for purpose.

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

This Specification shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre

Failure to comply may invalidate this offer. Appendix J

Failure to comply may invalidate this offer. Appendix J

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	FULLY DIGITAL GENERAL X-RAY UNIT	
	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town.	
	LOCATION	
	2 Military Hospital, Wynberg, Cape Town	
	SPECIFICATIONS	
	Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town with the following specification:	
	<u>APPLICATION:</u> Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for all general theatre fluoroscopy screening procedures.	
	1. <u>SYSTEM OVERVIEW</u>	
	<u>DIGITAL MOBILE THEATRE C-ARM X-RAY UNIT WITH ALL ACCESSORIES</u>	
	<u>2. REQUIREMENTS</u>	
	2.1 REQUIREMENT: This is one system that consists out of two distinct mobile units, a C-arm Stand Unit and a Mobile View Station.	
	2.2 REQUIREMENT: C-arm Stand Unit should make use of a Flat panel detector and not a conventional image intensifier to capture images.	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	3. FLAT PANEL DETECTOR (C-ARM STAND UNIT)	
	3.1 The scintillator layer of the flat panel detector should comprise of caesium iodide (CsI).	
	3.2 The thin film transistor (TFT) array of the active matrix should make use of amorphous silicon technology.	
	3.3 The Flat panel detector should have an image matrix of 1560 x 1420 or better.	
	3.4 The detector area should be $\geq 26\text{cm} \times 26\text{cm}$.	
	3.5 The detector should have three selectable zoom sizes to better fit the region of interest.	
	3.6 The dynamic range of the flat panel detector should be $> 95\text{dB}$.	
	3.7 The digitization depth (gray scales) should be 16 bits or better.	
	3.8 The Detector quantum efficiency (DQE) at 1 LP/mm (Line Pairs/millimetres) should be 70% or better.	
	3.9 The Modulation depth at 1 LP/mm (Line Pairs/millimetres) should have a Modulation Transfer Function percentage (MTF%) of 59%.or better.	
	3.10 The detector should perform a calibration at least every 5 minutes during idle state.	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	3.11 The Grid of the Flat Detector should be easily removable to allow better image quality for imaging small anatomies.	
	3.12 The grid material should have a carbon fibre basis.	
	<u>4. X-RAY GENERATOR</u>	
	4.1 The C-arm should employ monoblock architecture with the high tension transformer.	
	4.2 The Monoblock generator should operate at a high frequency (≥ 80 kHz).	
	4.3 It should be a ≥ 15 kW Monoblock generator.	
	<u>5. X-RAY TUBE</u>	
	5.1 It should be a rotating anode x-ray tube.	
	5.2 The nominal x-ray tube voltage should be ≥ 120 kV.	
	5.3 The nominal focal spot values should be 0.3mm and 0.6mm.	
	5.4 The maximum anode heat content should be 315 kHU or better.	
	5.5 The maximum heat dissipation should be ≥ 72 kHU/min.	
	5.6 The x-ray tube should make use of active oil-circulation cooling as a cooling method.	
	5.7 The x-ray tube should have an integrated beam filter of 3.0mm Al + 0.1mm Cu.	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	5.8 Total beam filtration should be 6.75mm Al equivalent or better.	
	5.9 The maximum tube power should be 25Kw or better.	
	5.10 The operating values with pulsed fluoroscopy for kV range should be 40kV to 120kV or better.	
	5.11 The operating values with pulsed fluoroscopy for mA peak range should be 1 mA to 60 mA or better.	
	5.12 The operating values with pulsed fluoroscopy for pulse width should be 5.6ms to 44ms.	
	5.13 The operating values with pulsed fluoroscopy for pulse rate should be 4 – 8 – 15.	
	5.14 The operating values with exposure runs for kV range should be 40kV to 120kV or better.	
	5.15 The operating values with exposure runs for mA peak range should be 1 mA to 60 mA or better.	
	5.16 The operating values with exposure runs for pulse width should be 9.3ms to 178ms.	
	5.17 The operating values with single shot exposure for mA peak range should be 2 mA to 125 mA or better.	
	5.18 The operating values with single shot exposure for time range should be 100ms and 165ms or better	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
<u>6. X-RAY COLLIMATION</u>		
6.1 The x-ray tube assembly should have two (2) independent lead shutters and an additional iris collimation system.		
6.2 The shutters should have the ability to be coupled for rotation and translation or moved individually for asymmetric collimation.		
6.3 The system should be able to do automatic shutter positioning for automatic shutter placement based on anatomy of interest for improved image quality at the touch of a button.		
6.4 The shutter material should be $\geq 3\text{mm Pb}$ (Lead).		
6.5 The shutter adjustment should be stepless.		
6.6 The shutters should be able to rotate 360° .		
6.7 The Iris collimator should have a diameter range of 50 – 369mm or better.		
6.8 The position indication of the shutters and iris collimator should be on screen and also on last image hold without radiation.		
<u>7. GEOMETRY SPECIFICATIONS (C-ARM STAND UNIT)</u>		
7.1 Angulation of the arch of the c-arm stand unit should be possible for a $\geq 140^\circ$ rotation ($+90^\circ / -50^\circ$) to offer projection flexibility.		
7.2 Motorized height movement of the arch of the c-arm stand unit should be possible for $\geq 490\text{ mm}$.		

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	7.3 Longitudinal movement of the arch of the c-arm stand unit should be possible for ≥ 200 mm.	
	7.4 Panning movement (swivel) of the arch of the c-arm stand unit should be possible for $\pm 10^\circ$ or better.	
	7.5 Rotation of the arch of the c-arm stand unit should be possible for $\pm 200^\circ$ or better.	
	7.6 Lowest lateral position should be < 104 cm.	
	7.7 Source to image distance (SID) should be > 992 mm.	
	7.8 Free space in the C-Arm arch should be ≥ 772 mm.	
	7.9 C-Arm arch depth should be ≥ 730 mm.	
	7.10 The c-arm stand unit should have dedicated parallel movement with rear-wheel steering, for easy positioning along operating table.	
	7.11 The C-Arm stand should weight < 350 kg.	
	8. IMAGING	
	8.1 The active matrix of the flat panel detector should be 1560 x 1420 pixels or better.	
	8.2 Software should allow for free positioning of the anatomy, even at the edge of the image detector and still get a high-quality diagnostically relevant image.	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	8.3 Software should allow for the detection of anatomy automatically and adjusts the technique and image processing accordingly to produce high-quality images.	
	8.4 Image contrast and brightness should be able to be adjusted automatically in real time or manually as desired.	
	8.5 Software should use dynamic movement detection to decreases motion artefacts via numerous calculations that are made every second to apply the appropriate level of noise reduction to every pixel in the image.	
	8.6 The system should have digital zoom that can be easily moved over the image and which allows for measurements of lengths and angles to be made on the zoomed portion of the image	
	<u>9. DOSE REDUCTION MEASURES</u>	
	9.1 The removable grid on the flat panel detector should be easily removable to allow for small anatomy and extremity exams to be done with optimized dose management, while maintaining outstanding image quality	
	9.2 The integrated laser should allow staff to position the C-arm without using radiation.	
	9.3 The system should have several features that contribute to increased dose awareness, including dose reporting, dose display, and an alert when exceeding a pre-defined procedure dose level	
	9.4 The system should have Fluoro modes ranging from Low X-ray dose to High Level, enabling using what is minimal required for image guidance or enhanced image quality when necessary.	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	9.5 There should be at least Three (3) different pulse rates for fluoro modes.	
	9.6 Within each program there should be different X-ray modes available (depending on anatomy of interest) namely, Low Dose Fluoroscopy, Normal Fluoroscopy, Increased Dose Fluoroscopy, High Level Fluoroscopy And Single shot exposure, for sharp, single snapshot images.	
	9.7 The system should have blur reduction and noise reduction buttons to adjust the level of temporal noise reduction in the image to the amount of movement in the region of interest.	
	<u>10. REAL-TIME PROCESSING FUNCTIONS</u>	
	10.1 The system should allow for 360° digital rotation of the image without radiation.	
	10.2 The system should allow for mirror left/right and up/down of the image without radiation.	
	10.3 The system should employ dynamic noise reduction (Adaptive temporal recursive noise reduction)	
	10.4 The system should allow for 2D edge enhancement of the image.	
	<u>11. POST-PROCESSING FUNCTIONS</u>	
	11.1 The system should allow for 360° digital rotation of the image without radiation.	
	11.2 The system should allow for mirror left/right and up/down of the image without radiation.	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	11.3 The system should allow for the adjustment of contrast and brightness of the image.	
	11.4 The system should allow for the annotation of a single image or of all the images in an examination.	
	11.5 The system should allow for video invert (displaying a negative or inverted video image).	
	11.6 The system should allow for the image to be zoomed to at least a 2x real-time magnification factor.	
	11.7 The system should allow for the measurement to quantify lengths and angles in images.	
	11.8 The system should allow for the deployment of electronic shutters to block out over exposed areas outside the region of interest.	
	<u>12. MOBILE VIEW STATION MONITORS</u>	
	12.1 The mobile view station should have at least two (2) ≥ 19 inch colour LCD monitors for an image display of a diagnostic quality.	
	12.2 The monitor resolution should be 1280 X 1024 or better.	
	12.3 The monitor maximum light output should be ≥ 650 cd/m ² .	
	12.4 At least one of the monitors should be touchscreen capable as to offers easy access to post-processing of acquired images, patient demographics as well as PACS.	

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	12.5 The monitors should be able to fold to a safe position for transport and storage.	
	12.6 The monitors should be able to do step less height adjustments of $\geq 200\text{mm}$.	
	12.7 The monitors should be able to rotate $\geq 180^\circ$ to enable optimal viewing angles to the physician.	
	12.8 At least one of the monitors should have a outlining tool allowing users to draw an outline digitally on an image on the touchscreen using a stylus pen, on live fluoroscopy images	
	<u>13. C-ARM STAND UNIT FEATURES</u>	
	13.1 The c-arm stand unit should have a >15 inch LCD touchscreen for the operator (radiographer) to control all required settings	
	13.2 The shutters and iris collimator should be adjustable via the touchscreen by drag and drop (touch of finger) on Last Image Hold	
	13.3 Position Memory should allow the operator to store a previous c-arm position and recall it when needed to speed up re-positioning.	
	13.4 The touchscreen on the c-arm stand should displays the stored position and the current position of the C-arm simultaneously.	
	13.5 The system should have the same reference numbers clearly visible on the clinical image and on the Flat Detector, so everyone knows which direction is meant when positioning the C-arm.	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	13.6 Each movement of the system: angulation, rotation, height adjustment and horizontal adjustment should be colour coded to simplify positioning.	
	<u>14. CONNECTIVITY</u>	
	14.1 The system should have Digital Video Out (via 2 DVI connectors) for display on additional monitors of its left and right display images without a loss of resolution.	
	14.2 A Wireless Data Transfer option should allow users to connect to the RIS/HIS to send and retrieve images or other relevant data wirelessly.	
	14.4 Wireless standards that need to be supported are IEEE 802.11a/b/g/n/ac or better.	
	14.5 Wireless security should be via IEEE802.11i WPA2 and WPA3 (when available) security protocols.	
	14.6 User configurable SSID support should be for up to 16 SSIDs, each with a unique MAC address and configurable SSID Broadcast	
	14.7 Number of Roaming Points supported should be 16 or better.	
	14.8 Authentication protocols should be IEEE802.1x EAP-TLS and PEAP (The Protected Extensible Authentication Protocol, (PEAP), is a protocol that should encapsulates EAP within an encrypted and authenticated Transport Layer Security (TLS) tunnel)	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	<u>15. WORKFLOW AND DATA TRANSFER</u>	
	15.1 DICOM should be seamlessly integrated into the system for digital image to DICOM translation with a highly intuitive user interface should simplify ease of use.	
	15.2 The system DICOM interface should have DICOM Print.	
	15.3 The system DICOM interface should have DICOM Store to transfer DICOM images and other related digital data to PACS/RIS patient management system	
	15.4 The system DICOM interface should have DICOM Storage Commitment (StC) for feedback and confirmation from the image archive.	
	15.5 The system DICOM interface should have DICOM Query/Retrieve for the retrieval of images from a picture archival system (PACS).	
	15.6 The system DICOM interface should have DICOM MWL (Modality Worklist) for the import of patient/examination data from an external RIS patient management system.	
	15.7 The system DICOM interface should have DICOM MPPS (Modality Performed Procedure Step) for the sending of dose data, patient data, and examination data to an external RIS patient management system.	
	15.8 The system DICOM interface should have DICOM radiation Dose Structured Reporting for recording and storing dose details in a DICOM study.	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	<u>16. ACCESSORIES</u>	
	16.1 The system should offers digital subtraction functionality to enable enhanced visualization of contrast medium injections.	
	16.2 The system should have Position Memory that can store up to four positions (angulation, rotation, horizontal position and C-arm height) and recall them later on the screen when needed to speed up re-positioning. The system should display both the current position and the saved position on the C-arm stand monitor, which should guide the operator back to the exact projection required.	
	16.3 Position Memory should also provide the operator with the ability to recall the position of every stored image.	
	16.4 The system should have a Built-in multimodality workstation that provide a multipurpose platform for retrieving and handling images from different modalities. It should let you compare pre-operative images side-by-side with the live fluoroscopy images.	
	16.5 The system should have a Medical DVD Recorder that allows recording of static and dynamic live fluoroscopy on a DVD (up to two hours).	
	16.6 The system should have an Additional tank laser aiming device that projects a crosshair from the X-ray tank towards the Flat panel Detector, indicating the centre of the X-ray beam and enabling alignment of the C-arm without radiation.	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	16.7 The power cable plugs should be South African 3-prong electric plugs or the vendor should be responsible for any alterations that will enable the C-Arm Stand Unit and Mobile View Station to be used in all the theatres in 2 Military Hospital.	
	<u>17. DOD ICT COMPLIANCE</u>	
	17.1 All computers will be added to the DOD's Domain (AD Active directory) and therefore should conform to the DOD Group Policies as stipulated below.	
	17.2 All computers will have a login screen when added to the domain	
	17.3 On all computers the local ADMINISTRATOR account will be renamed and password changed.	
	17.4 The local GUEST account will be renamed, disabled and password changed	
	17.5 If the software is only installed on one profile then it cannot be the local ADMINISTRATOR account, but some other user should be used with the correct rights	
	17.6 All computers will have McAfee Antivirus on it, but exclusions can be added for certain software and their data files	
	17.7 The DOD Domain do have WSUS (Windows Server Update Services) and Microsoft updates does get pushed to workstations. It can be set to reboot when required or timeously.	
	17.8 All computer workstation names will be changed to DOD standards.	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	17.9 The DOD do have Administrative tools IE Zenworks, but exclusions can be made if it will clash with Vender Software, Zenworks does not just monitor but is also used to push updates and install new software	
	17.10 The vendor technician will not be the only Administrator on the computer. Domain Admins and local Admins will have full access and control of the computer.	
	17.11 No remote monitoring via the internet (VPN's included) will be allowed by vendor technicians of equipment.	
	17.12 The visibility of the SSID (service set identifier) need to be disabled for 802.11 wireless local area networks (WLAN's).	
	17.13 The WIFI access point needs to be configured to reduce the wireless network coverage thus reducing the opportunity to access only from a close proximity.	
	17.14 Ensure that Wi-Fi modems is only configured in Access Mode.	
	17.15 All passwords associated with wireless local area networks (WLAN's)	
	17.16 The modalities should support/switch to a full SSL/TLS for the authentication, encryption and decryption of data sent to PACS/RIS.	
	17.17 Security controls should include port 2762 for communication purposes for SSL/TLS	
	17.18 All modalities should be encryption capable and it should be enabled.	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	17.19 All future modalities should support port 2762 to out phase port 104	
	17.20 All computers are to be part of the Digital Mobile Theatre C-Arm X-Ray Unit as a whole and are not separate/standalone workstations.	
	<u>INSTALLATION</u>	
	<u>COST OF OWNERSHIP/RISK, SERVICE AND MAINTENANCE</u>	
	18. No part shall be second hand or refurbished and no work in progress should be offered	
	19. Should be the latest model compatible with the current system used at 2 Military Hospital - state date of initial manufacture of the model range	
	20. Manufacturer should be available at regional level (within the Cape Metropole area). Indicate the number of maintenance engineers and qualifications of all maintenance engineers	
	21. Call out time of 24-hour or less; response time less than 1 hour.	
	22. The up-time of the unit should be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period.	
	23. Spare parts should be guaranteed available for the specified life of the equipment, with a minimum of seven years	
	24. Spare part kits should specify all spare parts that will be included and stored on-site	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	25. It should be guaranteed that no additional equipment, parts or software, excluding consumables, is required to operate the equipment specified in this tender.	
	26. Bidders should supply a twelve-month factory Warranty. A letter from manufacturer to be included as proof	
	27. A fully inclusive service contract should be included on a separate schedule for an additional period of 5 years after the factory warranty ended.	
	28. Service Contract to include all necessary software upgrades as well as maintenance and breakdown labour and all spare parts.	
	29. The period of the contract should be of such a nature that it cover the service of the x-ray unit for 6 years after the installation of the x-ray unit at 2 Military hospital.	
	30. No part shall be second hand or refurbished and no work in progress should be offered.	
	31. Manufacturer's service should be available at regional level. Indicate the number and qualifications of all maintenance engineers	
	32. The up-time of the unit should be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period.	
	33. Spare parts should be guaranteed available for the specified life of the equipment	
	34. It should be guaranteed that no additional equipment, parts or software, excluding consumables, is required to operate the equipment specified in this tender.	

Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town		COMPLIANCE
	35. Only technicians approved by the manufacturer may work on the equipment.	
	36. Approved technician should have access authority to maintain the software of the manufacturer.	
	37. Service Contract to include all necessary software upgrades, as well as maintenance and breakdown labour and all spare parts.	
	<u>NB: TECHNICAL BACK-UP SHOULD BE AVAILABLE LOCALLY WITHIN 24 HOURS</u>	
	38. Further training should be available on request	
	<u>BROCHURES AND MANUALS</u>	
	39. Winning bidder is to provide soft (pdf) and hard copy of the complete operators / user manual for the C-Arm X-Ray Unit.	
	40. Bidders must submit statement / certificates to prove conformity to the following.	
	b. DICOM conformance statements	
	c. HIS and RIS/PACS conformance statements	
	NB: ADDITIONAL 5 YEAR SERVICE/ MAINTENANCE CONTRACT ONLY TO BEGIN AFTER THE INITIAL FACTORY WARRANTY PERIOD ENDED.	
	NB: ALL CONSUMABLES SHOULD BE LISTED AND PRICE INDICATION PER ITEM SHOULD BE INDICATED.	

	Supply, Delivery, Installation, Demonstration and Training of a new Digital Mobile Theatre C-arm X-Ray Unit with all Accessories for 2 Military Hospital, Cape Town	COMPLIANCE
	NB: TRAINING: THE SUPPLIER TO PROVIDE 10 PERSONS WITH TRAINING WITH A COMPETANCY TRAINING CERTIFICATE OR ANY OTHER FORM OF PROOF	
	NB: THE SYSTEM SHOULD AT LEAST BE SOFTWARE UPGRADEABLE WITHOUT ANY MAJOR ADDITIONAL HARDWARE BEING ADDED	
	TECHNICAL QUERIES	
	Any queries can be directed to Staff Sergeant N. N. Jantjies 021 787 5207/5144 and / or email to spsctechsection@gmail.com during office hours (0830B to 1500B).	

APPENDIX K



Proof of Factory Warranty from Manufacturer: The bidder to provide proof of a Factory Warranty from the Manufacturer.

Failure to comply may invalidate this offer. Appendix K

Failure to comply may invalidate this offer. Appendix K

APPENDIX L



Brochures and Data Sheet: The bidder to provide all relevant Brochures and Data Sheet from the Manufacturer for the C-arm X-Ray Unit.

Failure to comply may invalidate this offer. Appendix L

Failure to comply may invalidate this offer. Appendix L

APPENDIX M



DICOM Conformance Statements: The bidder to provide any form of proof that the item offered conform to DICOM.

Failure to comply may invalidate this offer. Appendix M

Failure to comply may invalidate this offer. Appendix M

APPENDIX N



HIS and RIS/PACS Conformance Statements: The bidder to provide any form of proof that the item offered conforms to HIS and RIS / PACS.

Failure to comply may invalidate this offer. Appendix N

Failure to comply may invalidate this offer. Appendix N

Section C

SPECIAL CONDITIONS OF CONTRACT

**ONLY THESE DOCUMENTS DO NOT HAVE TO BE
RETURNED WITH BID**

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT
(SCCs)

TABLE OF CLAUSES

1. Changed Requirement
 2. Co-ordinated activities
 3. Contractor's Personnel
 4. Value Added Tax (VAT)
 5. Damage Compensation
 6. Waiver
 7. Severability
 8. Sub-contracting
-

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

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

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.
3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:
 - a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
 - b. Personnel will wear identifiable uniforms whilst on duty.
5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.
6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.
7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be

made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

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

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.
10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.
11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.
12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

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

SEVERABILITY

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

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:
 - a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
 - b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.