KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: ZNB 10043/2022-H

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT AT GREYS HOSPITAL: ONCE OFF

Name of Bidder……

Central Supplier's Database Registration Number……

Income Tax Reference Number……

BIDDER TO NOTE THE FOLLOWING

SITE VISIT DATE AND TIME:

Date: 12 AUGUST 2022

Venue: Greys Hospital, The Msunduzi, Town Hill, Pietermaritzburg, 3201

Time: 10: 00AM

CLOSING DATE AND TIME:

Date: 31 AUGUST 2022

Time: 11: 00AM

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SECTION A: INVITATION TO BID (SBD 1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	**ZNB 10043/2022-H**	CLOSING DATE:	**31 AUGUST 2022**	CLOSING TIME:	**11: H 00 AM**
DESCRIPTION	**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT AT GREYS HOSPITAL: ONCE OFF**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS)*

CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET
PIETERMARITZBURG
3201

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				
	TCS PIN:		**OR** CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR NAME:

[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR]

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 PART B:3 BELOW]
SIGNATURE **OF BIDDER**	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER **OF ITEMS OFFERED**		**TOTAL BID PRICE (ALL** INCLUSIVE**)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
CONTACT PERSON	Ms N. Mahlaba	CONTACT PERSON	Mr N Singh
TELEPHONE NUMBER	033 815 8386	TELEPHONE NUMBER	033 940 2546
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-
E-MAIL ADDRESS	SCM.DemandManagement@kznhealth.gov.za	E-MAIL ADDRESS	nishan.singh@kznhealth.gov.za

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 ONLINE**
1.3.	**BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.**
1.4.	**WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.**
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.
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 DEPARTMENT 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. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:
http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4. Bids submitted must be complete in all respects.

5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.

7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.

8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.

12. Any alteration made by the bidder must be initialled.

13. Use of correcting fluid is prohibited.

14. Bids will be opened in public as soon as practicable after the closing time of bid.

15. Where practical, prices are made public at the time of opening bids.

16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

17. The bidder must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors
on….....20.....,
…… (Full name)
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of …….....(Name of Company).

IN HIS/ HER CAPACITY AS: ……..

SIGNED ON BEHALF OF COMPANY: ..... (PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE**: .....

WITNESSES: 1 ..... **DATE**: .....

2 ..... **DATE**: .....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... (Full name) hereby confirm that I am the sole owner of the business trading as:
.....(Name of Business)

SIGNATURE…… **DATE……**

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as .....
.....(name of partnership)

hereby authorise ..... (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

.....	.....	.....
SIGNATURE	**SIGNATURE**	**SIGNATURE**
.....	.....	.....
DATE	**DATE**	**DATE**

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on .....
20.....

……....., (Full name)
whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

…….....(Name of Close Corporation)

Trading as .....(Trading name).

IN HIS/ HER CAPACITY AS: …….....

SIGNED ON BEHALF OF THE CLOSE CORPORATION:
..... (PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE**: .....

WITNESSES: 1 ..... **DATE**: .....

2 ..... **DATE**: .....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on .....……..
20.....

..... (full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of
……

.....(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS: .....……

DATE: .....……

SIGNED ON BEHALF OF CO-OPERATIVE:
.....

FULL NAME IN BLOCK LETTERS:
…….

WITNESSES: **1** ..... **DATE**: .....

2 ..... **DATE**: .....

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners
on……20……

…… (Full name)

…… (Full name)

…… (Full name)

…… (Full name)
whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

…… (Name of Joint Venture)

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME):
……

SIGNATURE: …… **DATE:**
……

IN HIS/ HER CAPACITY AS:
……

SIGNED ON BEHALF OF (ENTITY NAME):
……

SIGNATURE: …… **DATE:**
……

IN HIS/ HER CAPACITY AS:
……

SIGNED ON BEHALF OF (ENTITY NAME):
……

SIGNATURE: …… **DATE:**
……

IN HIS/ HER CAPACITY AS:
……

SIGNED ON BEHALF OF (ENTITY NAME):
……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS:
……

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN 0N BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium
on……20……
…….. (full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

…… (Name of Consortium)

IN HIS/ HER CAPACITY AS: ……

SIGNATURE: …… **DATE:** ……

SECTION D: BIDDER'S DISCLOSURE (SBD 4)

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 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:

……

……

[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.

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.

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

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

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

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

……	……
Signature	Date
……	……
Position	Name of bidder

[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.

SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 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 a NIP obligation. This 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 beexercised 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 two (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 asinvestments, 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 seven years has been identified as the time frame 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 to, immediately after the award of a contractthat is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) 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 paragraphs1.1.(b) to 1.1. (d) above.

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

3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5)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) above 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 (ten million Rands), tocontact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date 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 Departmentof Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 3942401 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 with and furnished theDTI 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 bythe DTI;

e. upon approval of the business concept by the DTI, the contractor will submitdetailed 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 theDTI.

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 …….. Closing date:……

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..……

Date……..

SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

This is to certify that I

.....

(name of bidder/authorized representative)

who represents

……

(state name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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 () Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1. The following preference point 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); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3. Points for this bid shall be awarded for:
(a) Price; and
(b) Status Level of Contributor.

1.4. The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	90
STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and must not exceed	**100**

1.5. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.

1.6. The department 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 department.

2. DEFINITIONS

a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

c) **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

d) **"Black Designated Groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

e) **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

g) **"Co-operative"** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);

h) **"EME"** means an Exempted Micro **Enterprise** in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

i) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

j) **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

k) **"prices" includes** all applicable taxes less all unconditional discounts;

l) **"proof of status level of contributor" means**:
1) Status level certificate issued by an authorized body or person;
2) A sworn affidavit as prescribed by the Codes of Good Practice;
3) Any other requirement prescribed in terms of the Act;

m) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

n) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and

o) **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

3.1 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the status level of contribution in accordance with the table below:

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER 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

5. BID DECLARATION

5.1 Bidders who claim points in respect of Status Level of Contribution must complete the following:

6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Status Level of Contributor: = ……. (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i. What percentage of the contract will be subcontracted.....……%

ii. The name of the sub-contractor……

iii. The status level of the sub-contractor.....…….

iv. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	

v. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: …….

8.2 VAT registration number: ……

8.3 Company registration number: …….

8.4 TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

……..

8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business: ……

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …… ADDRESS …… …….. ……..

SECTION H: RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: …….. DATE: ……..
(of person authorized to sign on behalf of the Bidder)

NOTES

The purpose of this document is to:

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

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections , tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

- **I have read, understand and accept the General conditions of the contract which are binding upon me.**

…… ……

Signature **Date**

…….

Name of Bidder

SECTION J: SPECIAL CONDITIONS OF CONTRACT

1. CHANGE OF ADDRESS

1.1. Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Administration Section, should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

2. DELIVERY AND PACKAGING

2.1. Basis of delivery: Delivery of equipment must be made in accordance with the instructions appearing on the official order form. **Grey's Hospital**.

2.2. All deliveries must take place from Monday to Friday between 08h00 and 14h00.

2.3. In emergency cases, the Department of Health reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.

2.4. Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.

2.5. It is the contractor's responsibility to off load the delivery vehicle.

2.6. Order details must be presented upon delivery on delivery notes.

2.7. The following information must appear on the outer packaging of the carton/box:

(a) Name of the manufacturer/supplier
(b) Description of item
(c) Date of manufacture

3. DELIVERY CONDITIONS

3.1. Delivery of products must be made in accordance with the instructions appearing on the official order form.

3.2. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.

3.3. In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

3.4. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

3.5. All invoices must be submitted in the original.

3.6. Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.

3.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of contract management, supply chain management, Department of Health.

4. ENTERING OF HOSPITAL/CLINIC STORES

4.1. No representative from a company shall be permitted to enter hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Manager of the Institution.

5. EQUAL BIDS

5.1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for BBB-EE.

5.2. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for BBBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

5.3. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

NOTE: Failure to submit sufficient information for an assessment to be made will invalidate the entire bid.

6. FIRM PRICES AND ESCALATIONS

6.1. This bid requires that all bid prices offered are firm for the duration of the contract, If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

7. VALUE ADDED TAX (VAT)

7.1. All bid prices must be inclusive all applicable taxes, even if the bidder is not a vat vendor,

7.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

7.3. **VAT** will not be included after an award of the bid or during contract management period

8. GUARANTEE

8.1. All equipment, material and workmanship provided under the Contract must be guaranteed for a minimum period of twenty four (24) months. The successful bidder must arrange with both the Hospital/Institution and the Health Technology Services before installing and commissioning the equipment at the respective Hospital/Institution. The bidder to note that the Guarantee period must only take effect upon successful commissioning at the respective Hospital/Institution and successful test and acceptance by the Health Technology Services

8.2. The onus is on the Service Provider to ensure that maintenance/servicing /preventative maintenance of the medical equipment is done so on a regular basis. In the event that a consumable breaks, the Service provider must ensure that this is fixed within a reasonable period and no costs are attributed to such repair, during the guarantee period. Regular servicing of the equipment shall ensure that the equipment does not break down and any defects are identified and rectified timeously thus not hampering service delivery.

9. HISTORICAL DATA

9.1. Historical value and volume reports must be submitted to Contract Management, Department of Health, Supply Chain Management by all successful bidders, during the term of the contract:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

9.2. This information will be submitted at the expense of the contractor.

10. INSPECTION FOR QUALITY

10.1. All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.

10.2. In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

11. INVOICES

11.1. All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

12. IRREGULARITIES

12.1. Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

13. PAYMENT FOR SUPPLIES AND SERVICES

13.1. A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.

13.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

13.3. Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

(i) Contact must be made with the officer-in-charge of stores;

(ii) If there is no response from stores, the finance manager of the institution must be contacted;

14. PERIOD OF CONTRACT

14.1. Once off purchase.

15. QUALITY CONTROL TESTING OF PRODUCTS

15.1. The department reserves the right to have any product in this bid tested with an accredited agent in the republic of South Africa. The quality control testing administrative procedures will be undertaken by the department's supply chain management contract management section.

15.2. If it is discovered that the product supplied is not in accordance with the specification the following will occur:

(i) Testing charges will be for the account of the principal contractor;

(ii) Possible cancellation of the contract with the principal contractor;

(iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

16. RATE OF EXCHANGE

16.1. All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid document. If this day falls on a weekend or public holiday, the next working day must be used.

16.2. Bidders must submit documentary proof (in the form of a certified copy) from their bank or any recognized legal financial Institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information can be sourced from the internet from a financial Institution website.

16.3. The Department of Health reserves the right to renegotiate the price should there be a reduction of the price in the market.

16.4. This clause must be read in conjunction with paragraphs 6.1 and 6.2.

17. SAMPLES

17.1. Samples will not be accepted with the closing of the bid document.

17.2. A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.

17.3. Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.

17.4. Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification. Failure to do so will render the bid invalid.

17.5. The Department shall not be obliged to pay for such samples. Representative samples will be accepted.

17.6. The Department reserves the right not to return such samples and to dispose of them at its discretion.

17.7. Samples must be clearly marked: Item number:

- Brand Name
- Name of the Company
- Bid number
- Name of the manufacturer/supplier
- Description of item
- Date of manufacture

17.8. The award of this bid will be based on the sample / brand submitted from a manufacturer based on a letter of undertaking, which is compliant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to the Department in writing, giving reasons why they want to change the product being supplied, which the Department shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Department. If there is a change in the product being supplied, and no prior approval has been granted, the Department reserves its right to cancel the contract.

N.B Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration

18. UNSATISFACTORY PERFORMANCE

18.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

(a) Take action in terms of its delegated powers

(b) Make a recommendation to its head office, central supply chain management for cancellation of the contract concerned.

(ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint

19. PREFERENCES

19.1. Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right: -

i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and/or

ii. Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

iii. The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

20. RESTRICTION OF BIDDING

20.1. Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

21. CONTRACTOR'S LIABILITY

21.1. In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

21.2. The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

22. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

22.1. Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

22.2. The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

23. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

23.1. The Province reserves the right to procure goods outside the contract in cases of urgency r emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

23.2. No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

24. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

24.1. The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.

24.2. The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in SCC clause 24.1. except for purposes of performing the contract.

24.3. Any document, other than the contract itself mentioned in SCC clause 24.1. shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.

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

SECTION K: CONDITIONS OF BID

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

i. Section 217 of the Constitution,
ii. The PFMA and its Regulations in general,
iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000
iv. National Treasury guidelines, and

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

(a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.

(b) Only bidders that fully meet the specifications and all conditions will be considered.

1. ACCEPTANCE OF A BID

1.1. The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.

1.2. The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

2. B-BBEE STATUS LEVEL

2.1. A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

3. CERTIFICATE OF COMPLIANCE

3.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.

3.2. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

3.3. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.

3.4. Any specification/s and conformity testing will be for the account of the prospective bidder.

3.5. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

3.6. Bidders must state the Radiation Control License number of the make and model of the Equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a license in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The license must be registered under the bidders name or the letter of Joint Venture must be submitted by the License holder where the license is not in the name of the bidder.

3.7. If more than one item of equipment is offered, bidders must submit the Radiation Control License for each item of equipment that is offered in the bid. The make, model and license number of the various items offered in the bid must be highlighted on the Radiation Control License.

3.8. The Technician(s) must be the original equipment manufacturer trained to deal with the service, repair and calibration of the equipment offered in the bid. NB: Proof of original equipment manufacturer training must be submitted with the bid offer.

4. COMPLIANCE WITH SPECIFICATION

4.1. Offers must comply strictly with the specification.

4.2. Offers exceeding specification requirements will be deemed to comply with the specification.

4.3. The quality of services/ supply must not be less than what is specified.

5. LATE BIDS

5.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

5.2. A late bid shall not be considered and, where practical, shall be available for collection.

6. MORE THAN ONE OFFER/ COUNTER OFFERS

6.1. Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

6.2. Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

6.3. Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

7. ONLY ONE OFFER RECEIVED

7.1. Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

(i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
(ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
(iii) In all cases, comparison with previous bid prices where these are available.

8. AWARD OF BID (S)

8.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.

8.2. Notification of the intention to award of bid shall be in the same media that the bid was advertised.

8.3. In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner." The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200

8.4. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

9. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

9.1. A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

9.2. Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.

10. TAX COMPLIANCE REQUIREMENTS

10.1. Bidders must ensure compliance with their tax obligations.

10.2. No award may be made to any bidder who is not tax compliant either on the Central Supplier Database (CSD) or SARS eFiling system at the time of finalisation of the award of the bid. The onus is on the bidder to ensure that their tax affairs are in order and is valid on CSD.

11. TRUST, CONSORTIUM OR JOINT VENTURE

11.1. In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

11.2. A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

11.3. The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

11.4. Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

11.5. The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

11.6. The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

11.7. No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

11.8. For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

12. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

12.1. The validity (binding) period for the bid will be **180 days** from close of bid.

12.2. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

13. STRUCTURAL ALTERATIONS APPLICABLE TO BID : PROVISIONAL SUM

13.1 In view of the variance of the structural alterations to be conducted at the site, the Department of Health has capped an amount of R 3 500 000 in respect of the alterations including UPS, airconditioning, etc of the respective site. However, please note that the Infrastructure Development unit will conduct a study, in conjunction with the awarded Service Provider, of the site, to establish the value of the structural works to be done. Thus the awarded Service Provider will be required to provide a minimum of three quotations for the identified site, and Infrastructure Development will then verify the reasonableness and fairness of the quotation offered. The estimated value of the alterations as identified by Infrastructure Development will supersede the quotation submitted by the Service Provider, but the amount determined by Infrastructure Development may be opened for negotiation.

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES
(H.T.S)

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES
(H.T.S)

SPECIFICATION FOR:

UMDNS: 15944

SPECIFICATION: H.T.S. – NO. RAD ___62_____ (RADIOLOGY)

Description of Unit:
SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT AT GREYS HOSPITAL: ONCE OFF

Intended Areas of Use:
Tertiary Hospitals

Expert Advisory Group:
Oncology:
Dr LW Stopforth
Dr S Cassimjee
Mr. N. Mdletshe
Mr V Jonas
Mrs M Mbhele

BIDDERS SHOULD NOTE THE FOLLOWING IMPORTANT INFORMATION:

i.BIDDERS MUST NOTE THAT THOSE GENERAL CLAUSES WHICH ARE SHADED OFF ARE COMPULSORY AND NOT OPEN FOR COMMENTS

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER; FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE.
Clause G1.1	The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder. The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause.	
Clause G2	All responses must be clear and legible.	
Clause G3	**GUARANTEE:**	
Clause G3.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. Commissioning to be done by qualified Medical Physicist who is registered with HPCSA. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services.	
Clause G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	
Clause G3.3	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
Clause G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health's Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER; FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE.
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the Applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, **full training** in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successsful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	**SERVICING:**	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repairs and calibrates the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of The letter of appointment by the bidder and acceptance by the Subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (Excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal. **Please supply details as follows:** **Company name** :_____ **Physical Address** :_____ _____ **Telephone Number/s** :_____ **Fax number** : _____ ***(The Health Technology Services reserves the right to inspect the premises).***	
Clause G8.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER; FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE.
Clause G8.6	The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.	
Clause G8.7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. **N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.**	
Clause G8.8	The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment.	
Clause G9	The bidder must Guarantee that no additional equipment will be Required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.	
Clause G10	Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of **V.A.T.**	
Clause G11	Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days.	
Clause G11.1	The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held.	
Clause G12	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	
Clause G13	Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
Clause G14	**The successful bidder must include in their offer at no extra cost to the final bid price:**	
Clause G14.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD, DVD copies in English Language.	
Clause G14.2	Complete **ORIGINAL** Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which MUST include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and **PCB** Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.	
Clause G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER; FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE.
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and Providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy Of the invoice order and relevant paperwork (PH form) from the Receiving Hospital must be submitted with the equipment when the **ACCEPTANCE TEST** is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as **IEC 60601-1** and **60601-1-2** for Medical Equipment Where the quoted equipment operates off an electrical supply.	
Clause G22	**All equipment, the installation and any alteration / additions must comply with:**	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. Colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro Magnetic Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER; FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE.
Clause G29	**NB. HAZARDOUS SUBSTANCE ACT:**	
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Radiation Control of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	**License No:** _____
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	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 decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	**UPGRADEABILITY WHERE APPLICABLE:**	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	**UPGRADE POLICY:**	
Clause G37.1	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER; FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE.
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services and Medical Physicist responsible for the unit.	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	
Clause G39	Registered product with SAHPRA (South African Health Product Regulatory Authority) at the time of tender. Failure to submit confirmation will result to disqualification. Please state SAHPRA licence number to distribute the product.	**License No:** _____

SUPPLY, DELIVERY, INSTALLATIONS AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT AT GREY'S HOSPITAL: ONCE OFF

TECHNICAL SPECIFICATIONS.

NOTE: SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS 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.

SCOPE:

This specification establishes the requirements for:

A. This is a replacement of the Existing Linear Accelerator (LINAC) for use in the department of radiation oncology, at greys hospitral and a compulsory site meeting will be held to verify the site pertaining to deinstallation of the existing LINAC and the installation of the new LINAC.

B. The LINAC must be fully digital intergrated with the existing system for treatment safety and efficiency.

C. The LINAC must have 3-d conformal as well as Volumetric ARC Therapy (VMAT) treatment capabilities, Electronic Portal Imaging Dosimetry (EPID), Kilovoltage Based Computed Tomography (KVCBCT) and Recording And Verifying System (R&V) Combined With An Electronic Medical Records (EMR) system.

D. The LINAC must have a Flattening Filter Free (FFF) and Image Guided Radiotherapy (IGRT).

E. The LINAC must be upgradeable for Stereotactic Radiosurgery (SRS) Treatments.

F. The LINAC must have the most up-to-date technology and be fully computer controlled with the latest state of the art digital control system and ability to do remote service through network for real-time trouble-shooting purposes.

G. Remote access modem and network must be provided for by vendor including contract with appropriate internet service provider. This connection will allow for remote access to the LINAC to enable fault finding and rectification. This network must be accessible to all workstations including the server and have sufficient bandwidth of at least 30mb/s to cater for activities set out in point (f).

H. All workstations provided with the LINAC must be digitally connected to the main server and must all have an ois, emr and v&r system

I. Six (6) x treatment planning workstations with three (3) extra calculation licences must be provided. The network points for these workstations must be installed.

J. All workstations must have the latest version of the operating system installed.

K. All equipment and software on offer shall be licensed for sale in the South African market by a recognized supplier who can prove that service spares and application support is available in South Africa to maintain the system at peak operating performance.

L. The equipment offered to render the service shall 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.

M. Ups of 60kva capacity must be supplied to backup the LINAC, associated accessories, and the treatment console.

N. Chiller, airconditioners, modulator and LINAC unit must all be connected to ups.

O. The equipment and any accessories ordered from the successful bidder will be supplied, delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific hospital at the expense of the successful bidder, prior to full payment being made.

P. The succesful bidder must provide the physics services to work with the institution physicist to perform the acceptance testing, licensing, beam scanning and LINAC commisioning. Beam data must be measured, processed and transfered to tps before handed over for clinical use.

Q. Physics services must also assist in beam matching between the new LINAC and the existing LINAC.

R. A compulsory site meeting will be held to allow the bidders to inspect the installation site, electrical supplies, radiation shielding and other services and supplies before submitting their offer.

S. Provide a minimum of two (2) year guarantee/warranty. The five (5) year fully comprehensive post guarantee/warranty maintenance plan must be quoted for seperately as indicated in the technical specifications.

T. Ups, shielding door, chiller and airconditioners must be included in the two year warranty effective from the commissioning date of the LINAC.

U. Bidder must provide the upgrade of the bunker shielding in accordance with the new LINAC and in compliance with radiation control regulations.

V. Bidder must provide the immobilization equipment and its accessories.

W. Bidder must provide the dosimetry and quality assurance equipment to support the new LINAC.

TECHNICAL SPECIFICATIONS: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT AT GREY'S HOSPITAL: ONCE OFF

The supply, delivery, installation and commissioning of a state-of-the-art system comprising of the linear accelerator with VMAT, associated accessories, associated hardware and software, immobilization equipment and dosimetry equipment at Greys Hospital.

LINEAR ACCELERATOR

CLAUSE T1:

The LINAC shall be capable of 2D, 3D CRT, IMRT, VMAT treatment techniques and IGRT with the option of upgrading to SRS.

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CLAUSE T2:

The LINAC must:

a) Have a 3 photon energies for flat beams with a dose rate of up to 600 MU/min, and 2 photon energies for FFF with a very high dose rate (>1200 MU/min).

b) Electrons must have a minimum of 5 energies of normal beams with a dose rate of up to 1000 MU/min and 1 (ONE) electron energy of High Dose Total Skin Electrons (HDTSE) with dose rate (>1500 MU/min).

Comment :

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CLAUSE T3:

The LINAC must have multi-leaf collimators (MLC) for conformal radiotherapy (CRT), intensity modulated radiotherapy (IMRT) and photon volumetric modulated arc therapy (VMAT) and upgradeable to stereotactic radiosurgery.

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CLAUSE T4:

The LINAC must have a Multimodality imaging system with MV (EPID) and kV imaging panels and must support Image Guided Radiation Therapy (IGRT).

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CLAUSE T5:

The treatment computer must be able to retrieve dose delivered in case of unexpected interruption and deliver the remaining dose**.**

Comment :

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CLAUSE T6:

The LINAC must have an isocentre at 100 cm from the source, which corresponds to gantry, couch and collimators axis intersections.

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CLAUSE T7:

The LINAC must have either Klystron (RF Amplifier) with RF Driver or Magnetron as the RF power source.

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CLAUSE T8:

Standing or travelling type of wave-guide along with the bending magnet, target assembly and vacuum ion pump.

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CLAUSE T9:

The LINAC must have an Electron gun and the beam focal point at the X-ray target should be less than 3 mm diameter.

Comment :

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CLAUSE T10:

Ionization chamber shall be used to give clean electron beams that give better electrons surface dose and dose gradients with a minimum of X-ray contamination of the electron beams.

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CLAUSE T11:

Dual Sealed or open type of dose monitoring chambers have to be provided and recommended to operate independent or corrected the ambient temperature and pressure.

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CLAUSE T12:

All dosimetry, patient and unit safety related interlocks have to be sensed and controlled by hardware and software.

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CLAUSE T13:

The LINAC must have sensors and interlocks to detect the possible collision of the gantry with any object close to it. The sound alarm should be audible at the console for possible collision and the machine should immediately stop gantry motion until prompted to continue by the user.

Comment :

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CLAUSE T14:

The LINAC unit must meet all the Radiation Safety standards as prescribed by SAHPRA. Radiation Control Licence number of the make and model of the equipment must be offered.

Comment :

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Photons Beam Energy

Flat Photon Beams

CLAUSE T15:

The LINAC must have a minimum of 3 photon energies which are 6MV, 10MV and 18MV.

Comment :

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CLAUSE T16:

Similar energies between the existing LINAC and the new LINAC must be beam matched for energy, depth dose, profiles and wedge factors to a tolerance of +/- 1 %. This is meant to simplify the treatment planning and scheduling process.

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CLAUSE T17:

Photons Dose Rate must range from a minimum of 5 MU/min up to 600 MU/min.

Comment :

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CLAUSE T18:

Photons Field *Size* must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre. Maximum Field size must be ≧ 35 cm x 35 cm.

Comment :

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CLAUSE T19:

PDD at 10cm must be 6 MV (67% ± 2), 10 MV (74% ± 2) and 18 MV (80% ± 2) as per BJR protocol.

Comment :

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CLAUSE T20:

Beam stability: Photon beams should fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability

Beam stability: The stability of the field flatness with gantry 0, 90,180 and 270 at 10cm depth along X, Y and diagonal axis for all field sizes should not be more than 2%.

Comment :

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CLAUSE T21:

***Symmetry*:** Symmetry of radiation field at 10cm x 10cm or larger, measured at depth 10cm in water should not exceed 2 %.

Comment :

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CLAUSE T22:

Flatness*:* flatness of radiation field at 10cm x10cm or larger, measured at depth 10cm in water should be 3 %.

Comment :

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CLAUSE T23:

Radiation Field Penumbra*:* Penumbra of photon radiation field for 10cm x 10cm, measured at depth 10cm in water should be < 10 mm.

Comment :

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CLAUSE T24:

Photon beam energy stability*:* The quality index of a photon beam should not vary with time by more than 1%.

Comment :

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CLAUSE T25:

Linearity and repeatability: For monitor chamber ≤ 1%.

Comment :

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Photon Flattening Filter Free Beams

CLAUSE T26:

Photon energies should have 6 MV FFF and 10 MV FFF.

Comment :

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CLAUSE T27:

Dose Rate: Dose rate must be ≧1200 MU/min for 6FFF and ≧2000 MU/min for 10FFF and must be a minimum of at least 400MU/min for both energies.

Comment :

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CLAUSE T28:

Photons Field Size must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre. Maximum Field size must be ≧ 35 cm x 35 cm.

Comment :

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CLAUSE T29:

PDD at 10cm: 6FFF MV (64% ± 2), 10MV FFF (71% ± 2)

Comment :

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CLAUSE T30:

Beam stability: Photon beams should fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability

Beam stability: The stability of the field flatness with gantry 0, 90,180 and 270^0 at 10cm depth along X, Y and diagonal axis for all field sizes should not be more than 2%.

Comment :

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CLAUSE T31:

***Symmetry*:** Symmetry of radiation field at 10cm x 10cm or larger, measured at depth 10cm in water should be 2 %

Comment :

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CLAUSE T32:

Flatness*:* flatness of radiation field at 10cm x10cm or larger, measured at depth 10cm in water should be +/-45 %.

Comment :

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CLAUSE T33:

Radiation Field Penumbra*:* Penumbra of photon radiation field for 10cm x 10cm, measured at depth 10cm in water should be < 10 mm.

Comment :

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CLAUSE T34:

Photon beam energy stability*:* The quality index of a photon beam should not vary with time by more than 3%.

Comment :

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CLAUSE T35:

Linearity and repeatability: For monitor chamber ≤ 1%.

Comment :

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Electron Beam Energy

CLAUSE T36:

Electron energies must have a set of 5 energies which must be 6, 9, 12, 15/16 and 21/22 MeV

Comment :

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CLAUSE T37:

Dose Rate: Dose rate must be ≧ 1000 MU/min. For HDTSE it must be ≧ 1500MU/min.

Comment :

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CLAUSE T38:

Electrons Field Size must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre. Maximum Field size must be ≧ 35 cm x 35 cm

Comment :

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CLAUSE T39:

Electrons applicators must be supplied for 4x4, 6x6, 10x10, 15x15, 20x20, 25x25 and 30x30 cm^2

Comment :

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CLAUSE T40:

Depth ionization at 50%: 6MeV (2.3±0.3), 9 MeV (3.5±0.3), 12 MeV (4.89±0.3), 16 MeV (6.49±0.3) and 22 MeV MeV (8.64±0.3)

Comment :

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CLAUSE T41:

Beam stability: Photon beams should fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability

Beam stability: stability of flatness with gantry rotation; The stability of the field flatness with gantry 0,90,180 and 270 at 10cm depth along X,Y and diagonal axis for all field sizes should not be more than 5% in all directions.

Comment :

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CLAUSE T42:

***Symmetry*:** Symmetry of radiation field at 10cm x 10cm or larger, measured at dmax in water should be less than 2.5 %

Comment :

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CLAUSE T43:

Flatness*:* flatness of radiation field at 10cm x10cm or larger, measured at depth dmax in water should be 5 %, but should not be greater than 6% for diagonals for all field sizes.

Comment :

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CLAUSE T44:

Electron beam energy stability*:* The quality index of an electron beam should not vary with time by more than 2%.

Comment :

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CLAUSE T45:

X-ray contamination: must be less than 6%

Comment :

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CLAUSE T46:

Linearity and repeatability: For monitor chamber ≤ 1%

Comment :

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MECHANICAL CHARACTERISTICS

CLAUSE T47:

All scales reference for mechanical characteristics must be per IEC 61217 standards

Comment :

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CLAUSE T48:

The congruence between optical and radiation fields for 5x5 cm^2, 10x10 cm^2 at 0, 90, 180 and 270 degree gantry angles with SSD =100cm should be ≤ 2mm.

Comment :

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CLAUSE T49:

The digital and mechanical display should be within 2mm.

Comment :

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CLAUSE T50:

The optical field size and measured optical field size at 0, 90, 180 and 270 gantry angles must be less than 1 mm for field size less than 10 x10 cm^2 and within 2 mm for more than 10 x 10 cm^2 field size.

Comment :

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CLAUSE T51:

The isocentre must be 100± 0.2cm.

a) The deviation of mechanical and radiation isocentres for gantry, collimator and treatment couch combined must not exceed radius of 1 mm sphere.

b) Gantry and collimator rotation at isocentre must have an accuracy ≤ 2 mm diasphere

Comment :

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CLAUSE T52:

Control Console

A computerized control console outside the treatment room.

(a) All the functions and modes of the accelerator shall be controlled via software.

(b) The console shall allow activation of the controls so that the accelerator is operational in its various forms.

(c) The most important parameters shall be visible in the control console and treatment room.

(d) The console shall have a dual login system with various hierarchical modes, including clinical, physics and service modes.

(e) The console shall interface with an OIS for record and verification of patient treatments.

Comment :

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Gantry and Collimator

CLAUSE T53:

a) Gantry Rotation must have a range ± 185^o from vertical (± 0.5 ^{o} accuracy)

b) Collimator Rotation range ± 185^o (± 0.5 ^{o} accuracy)

c) Cross hair intersection alignment to collimator should be ± 0.5mm.

d) Rotational speed must be at least 1 RPM for both gantry and collimator.

e) Read out –must be both digital and mechanical.

f) The digital display must be in room as well as at console.

g) The digital accuracy should be ± 0.5°, with resolution of 0.1°.

h) While mechanical scale (accuracy of ±1.0°) with a (resolution of 1 °) is required.

i) ODI range at least 70cm and >= 170cm, ± 0.5cm resolution, accurate to ± 0.1cm at 100cm.

j) Mechanical front pointer at least 70cm up to 110cm, ± 0.5cm resolution, accurate to ± 0.1cm at 100cm.

k) Upper jaw position accuracy (± 2mm for static fields) with -10 to +20cm travel range.

l) Lower jaw position accuracy (± 1mm for static fields) with -2 to +20cm travel range

m) Gantry should allow for the coded physical wedges insertion using the accessory holder.

n) Gantry must be dynamic wedges enabled.

o) Control: both gantry and collimator movements should be controlled by Hand pendant and control console.

Comment :

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Treatment Couch

CLAUSE T54:

Parameter display must be compliant with IEC coordinate system.

a) Couch must have the movements of Longitudinal, Lateral, Vertical and Rotational.

b) Rotational accuracy for patient position should range from 0 to 6 ° (±0.3 ° accuracy)

c) Spatial accuracy for patient position (about ±5cm at mechanical isocentre) must be (< 0.5mm)

d) Treatment couch must be Electrical and Mechanical controlled

e) Couch parameters must be controllable from either side of the couch, from two hand pendants and the console.

f) Treatment couch must be a fully carbon fibre table top for better Quality portal images, must be indexed to allow reproducible placement of immobilization equipment.

g) Treatment coach must have an option of opening window and Wiremesh- tennis Racket (Specify)

h) Maximum allowed patient weight capacity must be up to 200 Kg, patient sag shall be less than 5mm.

i) Table top dimensions: width > 50cm and length >200cm

j) Treatment couch must allow the Manual lowering of table in case of emergency

k) A couch should travel vertically (about 60cm to 180cm above turntable), laterally (≧ ± 24cm), longitudinal (≧ ± 145cm) and rotation around isocentre (≧ ± 95 °).

l) All treatment coach motions must have an accuracy of 1 mm with 0.1cm resolution in digital display that must be in room and in control console area;

Comment :

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MLC-Multileaf Collimator

CLAUSE T55:

The multileaf collimator head must support a large range of treatment set-ups, have high resolution, as low leakage as possible and be as fast as possible.

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CLAUSE T56:

The leaves must be controlled by a real time camera based optical system using non-visible light generated by solid state devices.

Comment :

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CLAUSE T57:

The following MLC specifications must be met as requested:

a) Field size: must range from 0.5 x 0.5cm up to 40 x 40cm
b) Number of leaves: must be between 120 – 160 with high resolution.
c) Leaf width: 5mm at isocenter for all leaves or mix of 5mm centrally and 10mm outer leaves.
d) Drive independence: each leaf and dynamic leaf guide must be independently and digitally controlled
e) Leaf orientation: leaf movement in the 'X' direction as per (IEC 61217)
f) Leaf interdigitation: adjacent leaves from opposing banks can move past one another
g) Maximum leaf retract position: 20.1cm (from beam centerline)
h) Maximum leaf extend position: -15cm (over beam centerline)
i) Maximum field length 'X' direction: 40cm scaling as per (IEC 61217)
j) Leaf height: must be +/- 90mm
k) Field defining diaphragm/jaw travel range: +/- 35cm
l) Dynamic diaphragm speed about 0 to ≤ 90mm/s.
m) Maximum dynamic diaphragm extend position: –12cm (over beam centerline)
n) Dynamic leaf speed is ≤35mm/s, dynamic leaf guide speed is ≤ 30mm/s and maximum effective leaf speed is ≤ 65mm/s
o) MLC leakage to the patient must be kept to low as possible (specify the %)
p) Average transmission leaf: < 2%.
q) Peak/max. Leaf transmission: <0.6%.

r) Penumbra at 20% to 80% leaf end: For a 10 x 10cm field, must be ≤ 7mm for all energies

Comment :

CLAUSE T58:

MLC Leaf position accuracy shall be:

a) End accuracy: ≤1.0mm at isocenter

b) End repeatability: 0.5mm at isocenter

c) Side accuracy: 1.0mm at isocenter

d) Side repeatability: 0.5mm at isocentre.

e) Minimum static leaf gap should be close 0 mm as possible.

f) Minimum dynamic leaf gap should be close to 0.5mm as possible.

Comment :

CLAUSE T59

Dynamic MLC must have preloaded programme used for QA tests.

Radiation Protection and safety

CLAUSE T60:

Radiation Protection must be compliant with international accepted standard ICRP No 33.

Radiation Protection must be compliant with SAHPRA regulations.

Comment :

CLAUSE T61:

Linac system must have anti-collision system to avoid unnecessary collisions.

Comment :

CLAUSE T62:

Linac system must have emergency interlocks and indicators that cut the beam in case of intrusion

Comment :

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CLAUSE T63:

Linac system must have emergency- off buttons in the console, linac unit, couch, walls and the modulator.

Comment :

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CLAUSE T64:

Linac system must have an audio-visual communication between the treatment room and control room.

An in-room monitor with display of treatment parameters.

A closed circuit television system (CCTV) system for viewing of the treatment room from the console. There shall be at least two in-room cameras at different locations in the treatment room and the in-room cameras shall have pan and zoom capability.

A two-way patient intercommunication system.

Comment: :

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CLAUSE T65:

Shielding Door design.

(a) Must have the composition of material that is adequate to shield the neutrons and highest photon energy.

(b) Must have a motor controlled door with open, close and stop button with intrusion sensor.

(c) Must allow manual control in case of power failure.

(d) Must have Last Man Out button.

Comment: :

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Rotational/ Arc Therapy

CLAUSE T66:

a) The LINAC must have ability to perform volumetric arc treatment (VMAT) with gantry rotation in clockwise and anticlockwise direction in 360 ^{o} using the Dynamic MLC.
b) The LINAC must allow a full 360 ^{o} treatment in less than 2 minutes.
c) The LINAC must allow a single and multiple arc treatments.
d) A range of continuous variable dose rate must be available for VMAT treatments.
e) A range of continuous variable gantry angle must be available for VMAT treatments.
f) A range of continuous variable collimator angle must available for VMAT treatments.

Comment :

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Electronic Portal imaging System.

CLAUSE T67:

EPID must be the integrated, retractable electronic imaging device capable of producing images with any specified photon energies, using amorphous silicon technology with a panel up to 41 x 41 cm in size.

Comment :

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CLAUSE T68:

EPID must meet the following specifications:

a) The active size of the detector should be ≥ 30 cm x 30 cm
b) The detector of the portal imaging device should be based on amorphous silicon aSi.
c) The image resolution should be ≥ 768x768 pixel with a 14 – 16 bit grey scale which gives a pixel size at isocenter of 0.25mm.
d) Minimum object detection should be ≥ 0.5mm
e) Imager alignment to MV radiation isocentre (imager at 150cm SID) ≤ 0.5mm.
f) MV travel range: vertical along beam axis (-80cm to 0), lateral (-16 to +15.5cm) and longitudinal at 150cm SID (-20cm to +24cm)
g) Linearity for 6MV at full resolution from 30 to 100MU should be less than 5%.
h) MV beam energy range for detection should be (2 -20MV) at standard dose rate.

i) The system can be set to automatically transfer an image after recording to any specific IP-address using DICOM.

j) The portal imaging device should reconstruct conformal images in DICOM format.

k) The portal imaging device should be capable of verification of IMRT/VMAT - therapy.

Comment :

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CLAUSE T69:

Workstation with software for processing of images and geometric assessment of positioning of the patient.-

a) Image acquisition Modes - Single, Double, Multiple and Fluoroscopic (movie) image acquisition

b) Support of DRR, Digital simulator images, RT image and RT plan objects

c) Patient auto select mode

d) Real-time imaging of IMRT segments using continuous imaging in single, multiple or movie-loop mode to support verification of dose conformance and QA of treatment quality.

e) Computer controlled automated image acquisition and comprehensive analysis functions

f) Anatomy/structure registration with reference images, template matching, annotations, geometrical measurements, image approval.

g) On-line (at the linac) and Off-line (remote) analysis

- The detector shall be mounted on the robotic or manual arm which can be controlled from the control room and/or treatment room.
- The protocols used to import DRRs and digital simulator images support DICOM RT. Support for RT image and RT plan objects enables image scale and centre while minimizing operator dependence.

Comment :

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kV Imager specifications

CLAUSE T70:

A system for verification of patient position robotic or manual with kV source and KV detector, must be mounted on automated arms, which can be extended and retracted from the console or within the treatment room.

Comment :

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CLAUSE T71:

Imaging system operating in the following modes and having the following specifications:

a) Radiographic repositioning (2D/2D) with KV or MV imager or combination of both and consistent with the existing positioning of the patient, verified by the imaging system.

b) Software driven workflow for automated matching of the reference and acquired image with automatic patient table shift transfer to the table.

c) Data storage of the actions performed during imaging for doctor's review – images, calculated and executed shifts, approvals for treatment.

d) Matching and acquisition capabilities should be specified in details.

e) kV imager alignment to MV radiation isocentre (imager at 150cm SID) must be ≤ 0.5mm.

f) kV travel range: vertical along beam axis (80cm to 0), lateral (-19 to +15.5cm) and longitudinal at 150cm SID (-22cm to +24cm).

Comment :

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CLAUSE T72:

The imaging system shall have at least following technical specification:

a) Generator type should be 200Hz, 50kW

b) Field size at isocentre (x-ray tube at 100 cm) – 2 x2 cm^2 to 50 x 50 cm^2. each jaw X1, X2, Y1, Y2 with minimum field size of -3.5 cm to +25cm or +3.5 cm to -25cm respectively.

c) Radiographic kV range not less than 70kVp - 140 kVp

d) kVp accuracy for entire Kv range should be ≤ 5%

e) X-ray tube maximum mA not less than 400 mA

f) X-ray tube maximum mAs not less than 500 mAs

g) Flat Amorphous silicon detector with Image area of minimum 40cm x 30cm and resolution, ≧1024 x 1024 x (14 to 16 bits)

h) Resolution of the reconstruction 3D matrix user configurable from 1.0 mm voxels (1.0 mm slice width)

i) Coincidence of imaging and treatment isocenters within the sphere of 1 mm radius

j) Low contrast detectability - min 1.5%

k) Spatial resolution not less than 10 lp/cm.

Comment :

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CLAUSE T73:

kV imager must be able to perform Auto tube calibration.

Comment :

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kV CBCT SPECIFICATIONS

CLAUSE T74:

3D CT-based repositioning system providing capability of tomographic patient acquisition on the accelerator table comparing current anatomy of the patient with the CT planning data. It must have the following specifications.

a) The preloaded protocols for different anatomy imaging using CBCT must retrievable.
b) HU accuracy must be ≤ 50HU
c) HU uniformity must be ≤ 30HU
d) Spatial resolution ± 50HU
e) Spatial resolution 10 lp/cm
f) Reconstruction FOV10 lp/cm
g) Reconstruction Length
h) Available reconstruction matrixes at least 64x 64 up to 512 x512
i) Slice thickness should be at least 1mm up to 10mm.

Comment :

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IGRT Equipped with the required accessories, software and hardware.

CLAUSE T75:

a) It shall allow selectable treatment in forced breathing and/or free breathing, and breath-hold, compensating intra-fraction movement of patient in different operating modes of the linear accelerator.
b) It shall impose minimum restriction on the patient, both in case of technique of free breathing and in case of technique of breath hold technique.
c) It shall be connected to the linear accelerator so that it allows control of the beam with precision - to be specified. If gating system is offered, the supplier shall enclose a list of all CT simulators which are compatible with the gating system offered.
d) The system should be compatible (it should possible to use) with all delivery techniques, 3D-CRT, IMRT, VMAT both in standard fractionation and hypo-fractionation.
e) The system must a dedicated marker block, imaging camera for monitoring and software for sorting CT data set.

f) The system must have the Visual Coaching Device for gating.

Comment :

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TREATMENT PLANNING SYSTEM-TECHNICAL SPECIFICATION

CLAUSE T76:

Provide a latest comprehensive Treatment Planning System (TPS) system for conventional, 3D-CRT and Inverse planned IMRT and VMAT, compatible with the new Linac machine, the existing Linac machine, the existing record and verify system and other ancillary equipment.

Comment :

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CLAUSE T77:

a) The bidder must offer a treatment planning system to comply with the existing linac,16 Slice Large bore CT, Bravos Brachytherapy and the record and verify system.

b) The planning systems shall be linked with accelerator console through record and verifying (R&V) system.

c) Appropriate Port hub connectors for network connection should be provided.

d) The TPS should have advanced calculating algorithms installed for planning to cater for photons (3CRT, IMRT, VMAT and/or FFF) and Monte Carlo based algorithm for electrons.

e) The TPS should be able to calculate the static and dynamic, regular, irregular, asymmetric and no-coplanar fields and block shielding.

f) The TPS must have a cap7ability of inverse planning and VMAT Planning of single/multiple arcs with multiple rotations or multiple non-coplanar arcs simultaneously.

g) TPS must be able to cater for large Field IMRT and this must correspond to treatment units.

h) TPS must have a library of standard radiotherapy plans.

i) TPS must have the capability of Beam's Eye view with anatomy and DRR

j) TPS must have a capability of mapping of structures and manipulation of images and for visualization of the planning system.

k) MU calculation-accuracy within 2%.

l) TPS must allow the extraction of beam data to be used for MU verifications.

m) TPS must have multiple plan review with plan addition, subtraction and integrated DVH statistics analysis, profiles, etc

n) Anatomic topographic atlases respectively for the average man and the average woman.

Comment :

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CLAUSE T78:

a) Contouring of structures and manipulation of images.

b) Set of manual contouring tools

c) Fully integrated fusion of CT with CT/MR/PET/NM images for CT simulation or treatment planning utilization.

d) Automatic contouring tools with user review based on structure atlas or analytical detection algorithms.

e) TPS must be able to create both DVH and DRR.

Comment :

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CLAUSE T79:

Capabilities for visualization of the planning system:

a) Visualization of dose in 3D or 2D volumes.

b) Projections from the source of the beam

c) Projections from the eye view

d) Projections of digitally reconstructed Radiographs /DRR's/.

e) 3D Visualization with multi-planar planes: solid, attached or transparent.

f) Visualization of dose volume histograms and dose statistics for assessment of treatment plans.

Comment :

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CLAUSE T80:

DICOM licenses of the system for planning of radiotherapy.

a) DICOM export and import of CT diagnostic imaging and CT simulator.

b) DICOM import of MR, PET, US diagnostic imaging.

c) DICOM RT import and export of structures.

d) DICOM RT import and export of plans.

e) DICOM RT export of dose.

f) DICOM RT export of plans.

g) DICOM RT export of images.

h) Import of measurement data from the dosimetric system

i) Export of fields to the Multileaf Collimator

j) Export of plans to oncology information system and automatic plan storage in OIS.

Comment :

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OPERATORS WORKSTATION

CLAUSE T81:

Monitors used for the workstations must be a min of 22" and the min. resolution 1280x1024 pixels

Capacity of the internal hard disk > 160 Gb;

Backup of treatment plans and the associated images must be done on CD, DVD, Diskettes or any external media.

The system should be capable of remote servicing and upgrades.

Comment :

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ONCOLOGY INFORMATION SYSTEM (OIS) WITH EMR AND V&R FUNCTIONALITY

CLAUSE T82:

a) The manufacturer should have ISO 9001 and/or ISO 13485 certificates the OIS system and should meet the requirements included in the relevant IEC standards.

b) The OIS system should have EC certificate /Directive 93/42/EEC on Medical Devices/.

c) The operating system (OS) used for OIS system must be user friendly.

d) A set of computer workstations including capable of the function below.

e) The OIS system shall have as its core, an Image-Enabled, Oncology Electronic Medical Record (EMR), a single Database for Radiation and Medical Oncology.

f) The OIS must have a module for input of administrative data of the patients, input and storage of diagnostic data for the patient, including databases for International Classification of Diseases (ICD)

g) The OIS shall be able to handle clinical procedures, booking, billing and medical records. It shall be possible to be expanded to handle chemotherapy or oncology PACS and Hospital Medtec system (optional).

h) The OIS system shall also have the Verify and Record (V&R) functionality.

i) The design of the OIS must be modern and take advantage of the new SQL platform and .net technology.

j) The OIS shall have many years of experience in supporting multi-department management. The solutions can be of different types, including WAN and Citrix. Several country wide references shall be provided.

k) The OIS verification system must be able to handle all major manufacturers' treatment units (linacs, brachy, Tomo, CyberKnife and GammaKnife) including Elekta, Varian, Siemens, GE and TomoTherapy. That also included the subsystems like MLC, EPID, IMRT, VMAT and IGRT.

l) The OIS verification system shall be able to provide an independent on-line verification for linacs.

m) The OIS system should allow all Physics QA, e.g Creation of waterphatom. It should also allow the physicist to adjust Electron densities based on phantom measurements in the CT.

n) The OIS shall provide User-Specific Consolidated Worklists.

o) The OIS shall manage the radiation therapy treatment as an extension of a central, electronic patient chart and provide streamlined workflow and a complete picture of patient care.

p) The OIS shall be able to accept plans from any RTP or CT-Sim. A QA mode shall validate the actual treatment record prior to treatment without adding the accumulation of dose to the actual patient plan. Please provide several clinical references.

q) The OIS shall be seamlessly integrated with a very robust chart – both from the Radiation Oncology (RO) perspective and the optional Medical Oncology (MO) perspective.

r) The OIS shall address the IT needs across the entire spectrum of cancer. From diagnosis (Path / Lab applications), to treatment (Practice Management, EMR, R&V, Imaging applications), to follow-up (Data Aggregation and Reporting, Registry, and Data Visualization applications).

s) The OIS shall provide statistics on all procedures done at the clinic, for example for analysis of wait times or waiting list for efficiency/productivity audits. Provide data to calculate Weekly Workload, e.g. number of fields used.

t) OIS must be a module for storing the data for each patient's exposure and information for medical staff which appointed, approved and implemented the therapeutic task.

u) OIS must have a module for determining the schedule of operation of radio therapy devices, auxiliary diagnostic devices and of the medical staff.

v) OIS must have a module for sorting and evaluation of clinical results in diagnostic, demographic and statistical indicators.

w) The system shall have the necessary TCP/IP software to make communication by a standard network system possible.

x) Internal hard disk >160Gb.

y) The 0IS system must be capable of archiving of the data to external media

Comment :

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CLAUSE T83:

File Handling and Data Processing:

a) The system must have standard directory and file handling utilities.

b) The system must have archiving and indexing software and allow searches using several different criteria such as patient name, ID number, study type etc.

c) Archiving can be initiated e.g. automatically or manually.

d) The system shall have the software to convert images to TIFF, JPEG, GIF or AVI formats that are compatible with MS Windows.

e) The system shall have the capability and necessary software for CD or DVD writing.

f) Antivirus software must be supplied with the system.

g) The system shall be capable of connecting to other systems using standard Ethernet protocols.

h) The system shall be able to reliably import and export data from and to other processors currently in use with Interfile or DICOM facilities.

i) The Bidder to provide details about the image archiving and storage facilities, as well as the number of 512 x 512 resolution images that can be stored, on the internal hard drive(s). The hard drive(s) shall be large-capacity industry standard, and easily upgradeable.

j) It shall also be possible to store/archive images on commercially available CD-ROM or DVD disks in a generally recognisable and readable DICOM format.

Comment :

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SERVER AND HARDWARE REQUIREMENTS

CLAUSE T84:

Server for storage of all data generated in radiotherapy department - plans, treatment records, CT images for planning, and all images acquired at the accelerators and CT simulator.

a) Hard disk capacity for at least 5000 patients.

b) RAID 5 HDD configurations.

c) OIS workstations – 12 workstations with floating licenses.

d) Monitors must be a minimum of 22” size.

e) UPS providing backup for server for 60mins.

f) The supplier must load the ANTIVIRUS compatible with their system

g) The systems must be able to connect to the existing PACS system (Department of Diagnostic Radiology) and the bidder will be responsible for the networking to PACS system to ensure full functionality.

Comment :

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REQUIREMENTS FOR ADDITIONAL APPLICATIONS AND DEVICES FOR LINAC.

CLAUSE T85:

a) The LINAC must have laser positioning system with two side lasers with cross pointers, one sagittal and one back pointer. They must be GREEN in colour.

b) Availability of dynamic (virtual) wedge - for mode of shifting of collimator jaw or automatic motorized wedge until reaching an effective angle of the profile of the radiation field of at least 10 ° to 60 °.

c) Availability of physical wedges, 15°, 30°, 45° and 60°.

d) A set of applicators for electrons - at least four standard sizes and at least one suitable for rotational therapy.

e) The source to end of applicator distance shall be 95cm to allow 5cm clearance between the patient and applicator.

f) Devices for attachment of electron field shaping blocks to the respective tubes and a device for shaping the necessary blocks.

Comment :

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DOSIMETRY AND QUALITY ASSURANCE EQUIPMENTS.

CLAUSE T86:

The following equipment should be included:-

a) 1D motorized waterphantom for absolute dosimetry measurements, stand alone.

b) In vivo dosimetry system using diodes, at least 7 probes with different build up for all photons and electron energy. It must have the dedicated workstation, software and MCU. **Set of at least 7 probes.**

c) Software for EPID Based invivo dosimetry

d) Quick energy and output check phantom

e) Winston Lutz for gantry, isocenter accuracy.

f) Software for portal dosimetry system must be able to measure dose using EPID for all types' of treatment techniques from the new linac, the software must be preloaded.

g) Software with licences to analyse the machine QA this must include the Dosimetry, MLC, 2D & 3D Imaging and isocentre check.

h) A set of therapy verifications film (GAFCHROMIC EBT 3) – **50 Sheets**

i) "Farmer" type ionization chamber for photon beam. Volume 0.6 cc. Graphite and waterproof plastic

j) Electrometer compatible with Farmer Type ion chamber above in (h) above and parallel plate chambers for electrons.

Comment :

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MOULD ROOM EQUIPMENT AND ACCESSORY.

CLAUSE T87:

The vendor has to supply:

a) 3x Velcro belt, Full set of Head rests

b) 2x head boards, knee support, foot support (compatible with existing)

c) 6X Vac Lock (3x half body and 3x full body)

d) 3X Hip and pelvis thermoplastic patient immobilization system with base plate

e) 100x IMRT Head and shoulder thermoplastic (Green, 3mm thick) with 3 base plates,

f)1x Breastboard compatible with the existing breastboard already in the department (carbon fibre with elevation system)

g) 1X Oven for Thermoplastic masks.

Comment :

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TRAINING

CLAUSE T88:

The bidder must provide full training to all radiotherapy staff after commissioning. Training should cover proper handling of equipment during conventional and advanced treatments, treatment planning on conventional and advanced plans, safety interlock system, and oncology information system, networking systems, dosimetry and Quality Assurance etc.

- Dedicated Clinical training on IGRT is emphasized.

Comment :

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UPGRADEABILITY

CLAUSE T89:

All future upgrades (hardware and software) involving <u>patient safety</u> and removing software viruses from existing software must be supplied at no additional cost.

ANY UPGRADE BEFORE OR AFTER INSTALLATION OF THE EQUIPMENT INVOLVING ADDITIONAL COST MUST BE BROUGHT TO THE ATTENTION OF THE MANAGER, HEALTH TECHNOLOGY SERVICES

Comment :

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APPLICABLE DOCUMENTS

REGULATIONS

CLAUSE T90:

All equipment, the installation and any alteration/additions shall comply with:

a) The Occupational Health and Safety Act (1993);

b) The wiring code S.A.B.S. 0142;

c) Hazardous Substance Act (1973) and the radiation safety regulations as laid down by the SAHPRA.

d) The onus will be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and Medicines and Related Substance Act

Comment :

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CLAUSE T91:

INSTALLATION

The final bid price must include:

I. De-installation of existing equipment with all its accessories and disposal out of the premises..

II. Supply, delivery, installation and commissioning of equipment with accessories.

III. Upgrading of the bunker in terms of shielding in accordance with Radiation Control regulations.

Prior arrangements must be made with Health Technology Services with regard to de-installation and disposal of the old unit.

Comment :

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CLAUSE T92:

RADIATION CONTROL LICENSE

Bidders must state the Radiation Control Licence number of the make and model of the equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The licence must be registered under the bidders name or the letter of Joint Venture must be submitted by the Licence holder where the licence is not in the name of the bidder.

BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL BE DISQUALIFIED.

BIDDER TO STATE LICENCE NUMBER:

Comment :

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CLAUSE T93:

FULLY COMPREHENSIVE MAINTENANCE AGREEMENT

a) Bidders must provide a fully comprehensive maintenance and service agreement for a period of 5 years to commence upon termination of the 2 year warranty period.

b) The five year comprehensive maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations

c) This contract will commence after 2 year warranty period has expired. Software updates and upgrades to be included in the cost.

d) This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate, Thyrathron tubes, Klystron/Megatron and other linac parts), spare parts, labour, traveling, accommodation, service and maintenance. The five year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations. This contract will commence after the two year warranty period has expired. Software updates and upgrades to be included.

e) Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the period of the contract.

f) The bidder must supply details as to what is included in the cost that is quoted below. This must be attached as an annexure to the technical specification.

The bidder must complete the schedule below.

YEARLY MAINTENANCE CONTRACT SCHEDULE

	Year	Amount
TOTAL SERVICE AGREEMENT COST FOR FIVE YEAR PERIOD AFTER LAPSE OF TWO YEAR GAURANTEE PERIOD	1	**WARRANTY PERIOD**
	2	**WARRANTY PERIOD**
	3	
	4	
	5	
	6	
	7	
TOTAL		**R**

FULL COMPREHENSIVE SERVICE AGREEMENT

a) The bidder must state the number of services per annum that are required for the equipment offered as per the manufacturer's recommendations and attach proof of services.

b) The bidder must state the cost (inclusive of VAT.) of each service per unit.

c) The bidder must complete the schedule below.

Number of Services Required Per Unit	Cost of each service per Unit	Quantity of units	Total Cost

Institution for which the equipment is intended _____

Bidder: _____

Signature: _____ Date: _____

SCHEDULE OF OPTIONAL ACCESSORIES

Bidders must quote the price of the optional accessories listed as well as any other accessories that may be useful to the end users.

Cat No	Item	Price including VAT

DETAILED TECHNICAL SPECIFICATION

GENERAL INFORMATION REQUIRED

FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER

Make: _____

Model Number / Part Number for: _____

Country of Origin _____

Delivery Period _____

R S A Import Permit Holder (License No) _____

Bidder _____

Signature _____ Date _____

Address _____

_____

Telephone No _____ Fax No. _____

Contact Person _____
(Please Print)

SECTION M: PRICING SCHEDULE (SBD 3.1)

Name of bidder…….....	Bid number: **ZNB 10043/2022-H**
Closing Time 11:00	Closing Date: **31 AUGUST 2022**

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT AT GREYS HOSPITAL: ONCE OFF : ONCE OFF**

1) UNIT PRICE IN RSA CURRENCY.....

** (ALL APPLICABLE TAXES INCLUDED)
** (INCLUSIVE OF 24 MONTHS GUARANTEE, SUPPLY, DELIVERY, COMMISSIONING AND INSTALLATION, STARTER PACK AND ALL COMPULSORY ACCESSORIES SPECIFIED ON THE SPECIFICATION.commissioning

AMOUNT IN WORDS.....

2) CARRIED OVER FROM **MAINTENANCE AGREEMENT IN RSA CURRENCY.....**

** (5 YEAR WARRANTY WHICH TAKES EFFECT POST 24 MONTHS GUARANTEE)
** (BIDDERS TO SUPPLY A BREAKDOWN OF THE FULLY COMPREHENSIVE SERVICE AGREEMENT AS AN ANNEXURE TO THE BID)

AMOUNT IN WORDS.....

TOTAL BID PRICE IN RSA CURRENCY.....
(TOTAL BID PRICE = UNIT PRICE + MAINTENANCE AGREEMENT PRICE i.e. TOTAL OF 1 & 2)
*** (ALL APPLICABLE TAXES INCLUDED)*

AMOUNT IN WORDS……..

Required by: KZN DEPARTMENT OF HEALTH

-At: **GREY'S HOSPITAL**

All prices must be inclusive of VAT

Delivery period (on order) ……

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

BILL OF QUANTITY COSTING

In view of the variance of the structural alterations to be conducted at the site, the Department of Health has capped an amount of R 3 500 000 in respect of the alterations including UPS, airconditioning, etc of the respective site. However, please note that the Infrastructure Development unit will conduct a study, in conjunction with the awarded Service Provider, of the site, to establish the value of the structural works to be done. Thus the awarded Service Provider will be required to provide a minimum of three quotations for the identified site, and Infrastructure Development will then verify the reasonableness and fairness of the quotation offered. The estimated value of the

alterations as identified by Infrastructure Development will supersede the quotation submitted by the Service Provider, but the amount determined by Infrastructure Development may be opened for negotiation.

SECTION N: OBJECTIVE EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation
- Phase 3: Price and Preference Points

Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid (SBD1)	**Yes**				
2	Section B: Special Instructions	**Yes**				
3	Section C: Authority to Sign the Bid	**Yes**				
4	Section D: Bidder's Disclosure (SBD 4)	**Yes**				
5	Section E: The National Industrial Participation Programme (SBD 5)	**Yes**				
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	**Yes**				
7	Section G: Preference Points Claimed	**Yes**	**Yes**			
8	Section H: Record of Amendments to Bid Documents	**Yes**				
9	Section I: General Conditions of Contract	**Yes**				
10	Section J: Special Conditions of Contract	**Yes**				
11	Section K: Conditions of Bid	**Yes**				
12	Section L: Specification	**Yes**	**Yes**			
13	Section M: Pricing Schedule (SBD 3.1)	**Yes**	**Yes**			
14	Section N: Compulsory Site Inspection	**Yes**	**Yes**			
15	Annexure A: Bill of Quantity	**Yes**	**Yes**			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1.	Consortium/ Joint Venture/ Partnership agreement, if applicable.	**Yes If Applicable**				
2.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points		**Yes**			
3.	Letter of undertaking if not the manufacturer of the Equipment	**Yes**	**Yes**			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
4.	Descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer.	**Yes**	**Yes**			
5.	Certified Copy of the Radiation Control License relevant to the equipment offered in terms of this bid.	**Yes**	**Yes**			
6.	Valid SAHPRA registration certificate for equipment.	**Yes, if applicable**	**Yes, if applicable**			

Phase 2: Technical Evaluation

The system offered must comply fully with or exceed all of the minimum specification requirements as per the Clauses as contained in the Specification. The prospective bidder is required to provide descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) for the Technical Evaluation.

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 decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit should be readily available within 14 working days, or the bidder must make arrangements for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.

Phase 3: Price and Preference Points

The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

Points for this bid shall be awarded for:

(a) Price; and
(b) Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	90
STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and must not exceed	**100**

Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.

The department 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 department.

SECTION O: COMPULSORY SITE VISIT CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

VENUE: **GREYS HOSPITAL, THE MSUNDUZI, TOWN HILL, PIETERMARITZBURG, 3201**

Bid No: **ZNB 10043/2022-H**

Goods/ Services description**: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A LINEAR ACCELERATOR WITH VMAT AT GREYS HOSPITAL: ONCE OFF**

****

THIS IS TO CERTIFY THAT (NAME).....

ON BEHALF OF.....

ATTENDED THE BRIEFING SESSION HELD ON **12 AUGUST 2022 @ 10:00am**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE GOODS/ SERVICES OR WORKS TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE: .....

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:

DATE: .....