KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: ZNB 5686/2022-H

DESCRIPTION: SUPPLY, DELIVER, IMPLEMENT, TRAINING, SUPPORT AND MAINTENANCE OF CLOUD PICTURE ARCHIVING AND COMMUNICATION SYSTEM / RADIOLOGICAL INFORMATION SYSTEM (PACS / RIS WITH VOICE DICTATION): KZN DEPARTMENT OF HEALTH: INFORMATION TECHNOLOGY, HEALTH TECHNOLOGY SERVICES: 3 YEAR CONTRACT

Name of Bidder…….

Central Supplier's Database Registration Number…….

Income Tax Reference Number……

BIDDER TO NOTE THE FOLLOWING

CLOSING DATE AND TIME:

DATE: 30/06/2022

TIME: 11: 00AM

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SECTION A: INVITATION TO BID (SBD1)7

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	**ZNB 5686/2022-H**	**CLOSING DATE:**	**30/06/2022-H**	CLOSING TIME:	**11:H00 AM**
DESCRIPTION	**SUPPLY, DELIVER, IMPLEMENT, TRAINING, SUPPORT AND MAINTENANCE OF CLOUD PICTURE ARCHIVING AND COMMUNICATION SYSTEM / RADIOLOGICAL INFORMATION SYSTEM (PACS / RIS WITH VOICE DICTATION): KZN DEPARTMENT OF HEALTH: INFORMATION TECHNOLOGY, HEALTH TECHNOLOGY SERVICES: 3 YEAR CONTRACT**				
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				
VATREGISTRATION NUMBER				
	TCS PIN:		**OR** CSD No:	

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:

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.)			

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	Mr. CH Buthelezi	CONTACT PERSON	Mr X. Phakathi
TELEPHONE NUMBER	033 815 8386	TELEPHONE NUMBER	033 940 2655
E-MAIL ADDRESS	SCM.DemandManagement@kznhealth.gov.za	E-MAIL ADDRESS	Xolani.phakathi@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.
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

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 interest[1] in the enterprise, employed by the state? YES/NO

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

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

……

……

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 consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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

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 be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a 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 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 tenderers (contractors) are required to, immediately after the award of a contract that 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 paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

Tenderers are required to sign and submit this Standard Tenderding Document (SBD 5) together with the Tender 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 Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / 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 Department of 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) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution.

Tender number:

Name of tenderer: _____ Closing date: _____

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: .....

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 H: 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 and/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 must be made in accordance with the instructions appearing on the official order form KZN Department of Health: Health Technology Services and Information Technology.

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 at Central Supply Chain Management, Department of Health.

4. ENTERING OF HOSPITAL/CLINIC STORES

4.1. No representative from a company shall be permitted to enter the 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 the 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 Head of the Institution.

5. FIRM PRICES AND ESCALATIONS

5.1. This bid requires that all bid prices offered are firm for the period of the contract, bidders may offer a firm price for year one, year two and year three respectively. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

6. VALUE ADDED TAX (VAT)

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

6.2 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.

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

7. STATEMENT OF SUPPLIES AND SERVICES

7.1. The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:

(i) Name of institution.
(ii) Orders received – order number & catalogue number & quantity delivered.
(iii) Price.

7.2. Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

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

8. INSPECTION FOR QUALITY

8.1 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.

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

9 INVOICES AND PAYMENTS

9.1 All invoices submitted by the Contractor must be Tax Invoices indicating item description, catalogue number, quantity ordered and quantity delivered, unit price, total price, the amount of tax charged and the total invoice amount.

9.2 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

(a) The name, address and registration number of the supplier;
(b) The name and address of the recipient;
(c) An individual serialized number and the date upon which the tax invoice is issued;
(d) A description of the goods or services supplied;
(e) The quantity or volume of the goods or services supplied
(f) The value of the supply, the amount of tax charged and the consideration for the supply; or
(g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

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

9.4 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.

9.5 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.

10 IRREGULARITIES

10.1 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.

11 PERIOD OF CONTRACT

11.1 Three-year contract.

12 QUALITY CONTROL TESTING OF PRODUCTS

12.1 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.

13 RATE OF EXCHANGE

13.1 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.

13.2 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.

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

13.4 This clause must be read in conjunction with paragraph 5.1

14 SAMPLES

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

14.2 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.

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

14.4 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.

14.5 Representative samples will not be accepted.

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

14.7 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

14.8 The award of this bid will be based on the sample 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.

15 UNSATISFACTORY PERFORMANCE

15.1 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 necessary action in terms of its delegated powers.

(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.

16 PREFERENCES

16.1 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 Department may, at its own right:

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

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

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

17 RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail. The letter of restriction must provide for:

I. The grounds for restriction;

II. The period of restriction which must not exceed 10 years;

III. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.

b) The Accounting Officer his/her delegate:

I. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and

II. Must assess the reasons provided by the supplier and take the final decision.

c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:

I. The name and address of the entity/ person to be restricted;

II. The identity number of individuals and the registration number of the entity; and

iii. The period of restriction.

d) National Treasury will load the details on the Database of Prohibited Vendors.

e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

18 CONTRACTOR'S LIABILITY

18.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department 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 Department may suffer or may have suffered.

18.2 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.

19 DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

19.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department 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 Department forthwith.

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

20 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

20.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State 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.

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

21 USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

21.1 The Contractor shall not, without the Department'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 Department 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.

21.2 The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in SCC clause 21.1 except for purposes of performing the contract.

21.3 Any document, other than the contract itself mentioned in SCC clause (21.1) shall remain the property of the Department and shall be returned (all copies) to the Department on completion of the Contractor's performance under the contract of so required by the Department.

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

SECTION I: 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. National Treasury guidelines

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. CERTIFICATE OF COMPLIANCE

2.1. 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.

2.2. 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.

2.3. 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.

2.4. Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.

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

2.6. 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. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

3. COMPLIANCE WITH SPECIFICATION

3.1. Offers must comply strictly with the specification.
3.2. Offers exceeding specification requirements will be deemed to comply with the specification.
3.3. The quality of services/ supply must not be less than what is specified.

4. EQUAL BIDS

4.1. If functionality is part of the evaluation process and two or more tenderers are equal in price, the contract must be awarded to the tenderer that scored the highest points for functionality.

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

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.

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 one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the price page failing which they will be disqualified.

8.2. Notification of the intention to award the 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"

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 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 the CSD.

11. TRUST, CONSORTIUM OR JOINT VENTURE

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

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

11.3. 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 affected.

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

11.5. 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.

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

SECTION J: SPECIFICATION: RIS AND PACS

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

PROVINCE OF KWAZULU-NATAL: DEPARTMENT OF HEALTH

- **HEALTH TECHNOLOGY SERVICES**
- **(H.T.S. – RADIOLOGY SERVICES)**

CONTENTS

INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite suppliers (hereinafter referred to as “bidders”) to submit bids for the implementation of Cloud PACS/RIS with Voice Dictation for KZN Department of Health (DOH) hospitals as and when the Department has a need and the appropriate budget for the relevant hospitals. Included is the implementation, maintenance and support with related hardware and infrastructure over a period of 3 years. The Bid strategy and the intentions are such that the 3 years the Department plans to dedicate for the implementation (depending on the budget availability and the success in the implementation stage), and is planned to dedicate for support and maintenance (in case the project time lines are maintained accordingly), which means the supplier will be contracted for the 3 years with the KZN Department of Health.

1.2. BACKGROUND

KZN Department of Health requires a Cloud PACS/RIS with Voice Dictation solution including the relevant connectivity infrastructure and computing equipment for its hospitals. This solution should include computing equipment (i.e. Cloud data centre, LAN cabling, switches and workstations) where necessary. The solution requires a hybrid datacentre solution, which requires a provision for the existing Pietermaritzburg data centre and also a fully Tier-3 Cloud Data Centre (Outside SITA network). The cloud infrastructure must be a Tier-3 data centre. The signing of the cloud service will be determined by the qualification of Tier-3 requirement and the relevant proof to that effect.

2. SCOPE OF BID

2.1 SCOPE OF WORK

The scope of work is to provide PACS/RIS system with Voice Dictation and infrastructure services to KZN Health Department hospitals for a period of 36 months / 3 Years. This will include the following as per document specification.
Delivery of PACS/RIS with relevant licensing as specified in the client specification;
Configuration and Customisation of the Software;
Fully integrated Voice Dictation system and relevant equipment Tier-
3 Centralised Cloud Data Centre for all sites and services;
Provisioning of the existing Pietermaritzburg Data Centre to host the necessary services and image processing for all hospitals;
Pietermaritzburg Data Centre will serve as the primary Data Centre;
Tier-3 Data Centre will serve as a Disaster Recovery and Service Continuity Plan; Data
will be replicated daily from Pietermaritzburg to Cloud Data;
Archiving process will be implemented in accordingly (as advised by the Radiology process owner) Adhere to the referenced Connectivity Architecture (Annexure: F)
Provision of necessary LAN Infrastructure for the PACS/RIS with Voice Dictation whenever it is necessary in Hospital;
Provision of the Connectivity equipment as specified,
Migration of old PACS/RIS data/information/content to the new PACS/RIS system;
Provide Training and skills transfer to PACS/RIS with Voice Dictation users; Project
Management; and
Support and Maintenance
Systems functionality
Fully functional Infrastructure

3. TECHNICAL MANDATORY REQUIREMENTS : DELIVERY ADDRESS

	3.1 SITE	3.2 DELIVERY ADDRESS
	KZN Department of Health	40 Hans van Natalia 330 Langalibalele (Longmarket) Street Pietermaritzburg 3201
	KZN Department of Health	All hospitals and CHCs that will require rollout of necessary infrastructure and systems
	Cloud supplier	Cloud Supplier Address

3.2.1 CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

Customer operating environment is comprised of various hospitals in the KZN province in the current scope: Hospitals and CHCs with their addresses and or Coordinates. **Annexure G**

PACS/RIS with Voice Dictation Functionality

This solution will be installed in KZN hospitals and CHCs in a priority order on an annual basis until all hospitals and CHCs have PACs/RIS with Voice Dictation within timelines agreed on the project plan and the contract.

The priority will be decided by the departmental officials, the priority will be informed by the available budget and Service Delivery conditions for a particular financial year.

All KZN Health facilities will compute directly with Pietermaritzburg Data Centre Infrastructure and systems, the systems and data will be backed-up on the Cloud Data Centre.

The department will advise on the suitable archiving processes which they will be implemented on the Cloud Data Centre and Pietermaritzburg Data Centre.

During the primary downtime users will transact directly with the Cloud Data Centre, which is expected to be in synch or a data day less than Primary Data Centre (Pietermaritzburg Data Centre).

3.2.2 SOLUTION REQUIREMENTS

Detail Specification for the functionality is detailed below. Please use the Comment space below to direct for any evidence required to demonstrate compliance with the requirement

TECHNICAL SOLUTION FUNCTIONALITY REQUIREMENTS

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
1.1	The specification calls for a RIS PACS with Voice Dictation solution to be deployed in all facilities (e.g. hospitals, CHCs) in KZN as specified on Section 3.3.2 Solution Requirements. Hardware and software requirements vary from site to site. The project will be phased in accordance to the Department priority and budget availability which will be determined and specified by the KZN Health project owner.			
1.2	Bidders must provide solutions for PACS, RIS and Voice Dictation including Central Pietermaritzburg server hardware, storage hardware, off-premised / cloud environment and software to support the users, modalities types and procedure volumes at each site.			
1.3	Details of requirements at specific sites will be determined during implementation. Costing will be performed on the bases of Pricing Schedule which is cost per Item			
1.4	The Radiologist PACS applications must integrate seamlessly with the RIS application. This integration must automatically display the correct patient images in the PACS application when the patient is selected in the RIS.			
1.5	The PACS, RIS and Voice Dictation solutions shall be designed to provide a guaranteed uptime of no less than 99% per month.			
1.6	The PACS, RIS and Voice Dictation solutions provided shall be designed to provide the same accepted levels of performance as signed off after User Acceptance testing (UAT), throughout the 3-year operational use of the solution. (3 years warranty and maintenance).			
1.7	For tertiary and regional hospitals (hospital with +500 beds), it is essential that the vendor can show that the software system they intend to deploy (current or previous version), has been successfully deployed and has fulfilled expectations at a site with similar scale and complexity of operational requirements (i.e. number of users, number of modalities, procedure volumes, size of network etc.). Please provide details of sites where the system is currently installed, with contact details of end-users. (International sites may be included if applicable).			
1.8	The PACS system needs to support imaging services such as radiology, ultrasound, endoscopy and pathology. (Details of Modalities in Annexure B).			
1.9	Data ownership remains with KZN Health and the Vendor is not allowed to use or spare any form of data for the benefit of the vendor or outside the scope of this project and systems.			
1.10	The systems implemented must comply with POPIA			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
2	**OFF PREMISE / CLOUD DATA CENTRE INFRASTRUCTURE**			
2.1	The PACS, RIS and Voice Dictation solutions provided must be designed on a centralised off-premise cloud environment with a High Availability (HA) architecture, minimizing downtime due to hardware and/or software failures.			
2.2	It is of paramount importance that the cloud environment must be of Tier3 standard or qualification (Proof of compliance required as in a certificate i.e. Uptime Institute Tier-3 Data Centre Certification) otherwise the Department will not sign the cloud contract.			
2.3	The off premise cloud for PACS, RIS and Voice Dictation solutions must be ISO 27018:2019, ISO 27701, CSA STAR Certification and TL 9000 certified. (**Proof of compliance required)**			
2.4	The PACS, RIS and Voice Dictation solutions must support data redundancy in case of disk failure in an object storage component. The Object Storage must provide APIs and clients based on POSIX file semantics. Object Storage must support Hot storage, warm storage and cold storage for archiving. Particularly for achieving, the proposed object storage for achieving can be read directly. And the bandwidth of uploading single-stream large objects upload should be not less than 2.4 Gbit/s. 99.9999999999% (12 nines) of data durability are required for Object Storage. **(Proof of compliance required)**			
2.5	The PACS, RIS and Voice Dictation solutions must be deployed in a virtual server environment, providing the capacity to enable the performance noted in this specification. Operation System of the VM on Cloud can be reinstalled or switched to another Operation System on the web portal with clicks. **(Proof of compliance required)**			
2.6	Image management should be provided for the virtual machines on Cloud and support importing different images with vhd,vmdk,qcow2,qcow,qed,vhdx,raw formats so that existed system could be migrated and integrated into the new platform.**(Proof of compliance required)**			
2.7	The storage for PACS must support rule-based lifecycle data management, to manage the movement and retention of data in a tiered archive solution. This should facilitate the management of data, for example by moving data from expensive to less expensive storage locations based on data lifecycle rules, and by managing data retention based on predetermined data retention rules.			
2.8	The PACS solution must support automatic rule-based routing of data to different nodes. Please give details of what parameters are available for defining rules.			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
2.9	The PACS, RIS and Voice Dictation solutions must provide sufficient storage capacity for online storage of all types of data for a minimum of 5 years, based on the number of procedures and services noted in this specification, as well as retrievable archival storage of existing imaging data older than 5 years.			
2.10	Note that the 5-year storage requirement refers to adult patients. Images on infants and children must be stored until the patient reaches the age of 18, or 5-years storage, whichever is longer.			
2.11	Backup service should be provided for the PACS/RIS with Voice Dictation solution. The backup service should support both Bare metal server and Virtual machines on Cloud and support hour- level backup for these servers. This must be provided as part of the Cloud solution and costed accordingly.(Proof of compliance required) (backup solution is required for the Cloud solution)			
2.12	A storage level replication service should be provided for the disaster recovery solution. This service must support virtual machines within the cloud environment. There should not be any plug-ins or hardware requirement to realize disaster recovery feature. MAC address or IP address of virtual machines should remained the same when doing switchover to disaster recovery site on the cloud management portal. (Proof of compliance required)			
2.13	The vendor must host within SA borders, and data must not leave the SA border			
2.14	One server at the indicated datacentre of the department should provide mirror image storage synchronized with the cloud. DR of the onsite will be catered for on the cloud			
2.15	The server should support 2 numbers. of Muliticore Xeon Cascade Lake Processor with 18 cores per processor or better and at least 2.1GHz			
2.16	The server should support minimum memory of 256 GB or higher with provision of scalability			
2.17	The server should support 2 *10 GE LOM optical ports			
2.18	One enterprise all flash SAN and NAS unified storage based on gateway-free active-active SAN and NAS architecture at the indicated sites should provide 100TB available capacity, which max number of disks must be 1000 or above for the future expansion			
2.19	The cache per each controller of all flash storage must be 96GB or above (excluding any performance acceleration module, FlashCache, PAM card, SSD cache, and SCM)			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
2.20	All flash storage can be expanded to at least 8 controllers			
2.21	The total number of physical cores of the controller processor is ≥ 32			
2.22	Backup software should be provided to backup the medical image data from server to backup storage			
2.23	One backup management server and one backup media management server should be provided to run backup software. Both servers should support 2 numbers of Multicore Xeon Cascade Lake Processor with 12 cores per processor or better and at least 2.1 GHz, minimum memory of 256 GB or higher and total 4*10 GE optical ports			
2.24	One enterprise SAN and NAS unified backup storage with FC SAN, IP SAN, and NAS protocols (including NFS and CIFS) based on Active-active (A-A) architecture for SAN and NAS without gateway at the indicated sites should provide 100TB available capacity.			
2.25	Cache of each controller in the system for Backup storage must be ≥ 32 GB (excluding performance acceleration modules such as FlashCache, PAM, and SSD Cache), supporting power-off protection			
2.26	The total number of physical cores of the controller processor (Dual controllers) for backup storage is ≥ 36			
2.27	The PACS solution must support the synchronization of locally stored medical imaging data to the cloud regularly and automatically according to backup policies.			
3	**DATA MIGRATION**			
3.1	The successful bidder is required to migrate all data from the existing PACS & RIS solution to the new PACS & RIS with Voice Dictation solution. This includes imaging data as well as reports, patient data, previous visit history etc.			
3.2	Migrated data must be correctly linked so that previous and current patient data and imaging can be retrieved and viewed as part of the same patient record			
3.3	The migration process must be completed within 6 months			
3.4	Vendors are required to provide a detailed description how the migration will be done, including human resources, timelines, and technical details.			
3.5	An integrity data check and test patients must be done by the new vendor.			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
3.6	Corrupted data identified during the migration process must be brought to the attention of the end-user, and viable solution must be provided.			
3.7	Bidders should note that it remains the responsibility of the bidder to ensure that adequate provision is made for complete data transfer at each site (all KZN Health sites that already have PACS/RIS).			
3.8	All expenses of data migration including any dealings with 3rd parties are to be funded by successful bidder. This must include the resolving of any corrupt data during migration			
4	**NETWORK INFRASTRUCTURE**			
4.1	Network infrastructure within the PACS environment (i.e. connection of imaging modalities, Radiologist workstations and clerical workstations to the PACS server) is the responsibility of the bidder.			
4.2	Unless otherwise specified, hospital network infrastructure outside the PACS environment (e.g. connection to clinical workstations in other departments via the hospital network) is the responsibility of the DOH. Connection speed with the Data centres (PMB data centre and Off-Premise Cloud data centre) must be sufficient to ensure full compliance with the operational requirements of the PACS system. It is the bidder's responsibility to ensure that this is adequate. Connectivity requirements will vary from site to site depending on the data volume and workflow. At sites where the necessary connectivity infrastructure does not exist (for example a dedicated 100 MBPS fibre optic line at larger sites) this should be included in the bid price.			
4.3	The time taken to display the first image of a series must not take longer than 3 seconds on any workstation, and at sites offering a CT or MRI service, simultaneous real-time manipulation of at least 2 full-resolution volumetric datasets must be possible on all workstations without latency or delay.			
4.4	If there are hospital network speed or other infrastructure issues that may affect PACS performance, the bidder must bring these to the attention of the DOH.			
4.5	If the institution does not have the necessary hospital network requirements for the system to operate optimally, a network quotation should be supplied. After contracting, the department and the Service provider will do the assessment at the prioritised hospitals and together do the scope per hospital it is at that point where the additions are determined and signed off by the department).			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
4.6	Radiologist workstations and clerical workstations in the Radiology Department must be connected via the PACS/RIS main facility workstation through via the VLAN switch directly to the PACS server in PMB data centre or a dedicate switch can be added if there is no space in the existing switches (Clinical workstations in other areas may be routed via the hospital network).			
4.7	Cabling from PACS/RIS main facility work station to the facility router must be at least 1 gigabyte/sec capacity			
4.8	The system design must include sufficient 24 or 48 port network switches to accommodate expansion or addition of new modalities. This will be determined during the scope definition on exactly which size is required. Refer Annexure C for specification			
4.9	The system must have the capability for external dial-in access by authorised users, to facilitate after-hours applications support and remote after-hours reporting. The external users (Consultants / Drs / accessing the system from home or remotely will be given access via VPNRA or APN access. (the department update and utilise the access policy rules)			
4.10	The system and data must be accessible to all systems, especially the referral, to facilitate viewing of the images and reporting from the central Data Centre (PMB and Cloud Data Centre. Existing network (Cloud / Central / Centralised deployment)			
4.11	Where existing systems already enable transfer between specific sites, this functionality must be maintained by the new system.			
5	**RADIOLOGISTS DIAGNOSTIC WORKSTATIONS**			
5.1	General Diagnostic workstations:			
5.1.1	Each Diagnostic workstation shall include 1 X 23" colour monitor (RIS monitor) and 2 X 3 MP minimum, medical grade reporting Monitors or 1 X 6 MP minimum fusion/dual colour monitor, depending on end-user preference. If end-user preference is not specified or agreed otherwise at the site meeting, default option is 2 X 3 MP minimum, medical grade monitors per workstation.			
5.1.2	"Doctors employed to report on Radiological investigations at the site" means Radiologists plus Radiology Registrarsplus Radiology Medical Officers.			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
5.2	Mammography Diagnostic workstations:			
5.2.1	No mammography workstations are required to be included in the main bid price. Bidders should include Mammography Workstation as an optional accessory, priced separately.			
5.2.2	Each Mammography workstation shall include 1 X 23" colour monitor (RIS monitor) and 2 X 5 MP minimum reporting monitors or 1 X 12 MP minimum fusion/dual colour monitor, depending on end-user preference. If end-user preference is not specified or agreed otherwise at site meeting, default option is 2 X 5 MP minimum reporting monitors per workstation.			
5.3	RIS Monitor requirements are:			
5.3.1	LCD colour monitor			
5.3.2	23" or larger			
5.3.3	Resolution at least 1,3 MP			
5.3.4	Viewing angle at least 15º			
5.3.5	Refresh rate at least 75Hz			
5.4	Medical Grade Reporting Monitor requirements			
5.4.1	General Diagnostic workstation: 2 x 3 Mega Pixel / 6 mega pixel (fusion/dual) High Bright Medical-grade monitors compliant with DICOM part 10 standards.			
5.4.2	Mammography workstation: 2 X 5 MP minimum reporting monitors or 1 X 12 MP minimum fusion/dual colour monitor High Bright Medical-grade monitors compliant with DICOM part 10 standards			
5.4.3	The diagnostic monitors must be licensed by the Directorate of Radiation Control (RadCon).			
5.4.4	For bidders who purchase monitors from a local supplier, please supply proof of the license and a letter from local supplier indicating that they have a distribution and support agreement with the bidder.			
5.5	Speech mics			
5.5.1	Radiologists Workstations must be supplied with 1 speech mic for radiological dictation per workstation.			
5.5.2	Speech mic controls must include all standard dictation functions including record, pause, stop, rewind, and play.			
5.5	Certification requirement			
5.5.1	PACS to meet the following general standards: DICOM3.0, IHE, HL7; (Proof of compliance required)			
5.5.2	PACS to meet ISO13485 medical device quality management system certification (Proof of compliance required)			
5.5.3	Certificate or proof that at least one hospital are HIMSS 7 level certified when adapting the PACS proposed in the bid (Proof of compliance required)			
5.5.4	Proof to indicate the image data stored for more than 5 years can still be maintain the same quality as original when using the proposed PACS system (Proof of compliance required, please provide 5 contactable reference letters)			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
5.5.5	The system must be developed with open standard			
6	**CLERICAL WORKSTATIONS (Institution specific)**			
6.1	Clerical workstations are workstations that will be used by clerical staff and radiographers to access the RIS			
6.2	At most sites, clerical workstations already exist on the hospital network, but will need to have the necessary RIS software installed and connections checked.			
6.3	It is the responsibility of the bidder to ensure that existing clerical workstations in the Radiology Department are functional and able to fulfil the required purpose.			
6.4	The required RIS software must be installed on all clerical workstations required for the system to function optimally.			
6.5	It must be possible to access the RIS reporting worklist functions from clerical workstations, for example to report on ultrasound examinations.			
6.6	The required RIS software must be installed on all transcriptionist workstations required for the system to function optimally.			
6.7	If additional hardware or software components are required to ensure functionality and compatibility of clerical workstations (for example new monitors or upgrade of Windows version), this should be included in the bid price during facility assessment.			
6.8	If additional hardware or software components are required to ensure functionality and compatibility of transcriptionist workstations (for example new transcriptionist headsets) this should be included in the bid price.			
6.9	If there are insufficient clerical workstations at a site, the bidder should bring this to the attention of the DOH at the site visit. The cost of additional clerical workstations should be included as an optional item, priced separately during procurement processes after the award.			
6.10	The DOH reserves the right to procure additional clerical workstations via the DOH I.T. procurement process, in which case the successful bidder will be required to install the necessary RIS software as and when required.			
7	**CLINICAL WORKSTATIONS (Institution specific)**			
7.1	Clinical Workstations are workstations that will be used by clinicians throughout the hospital to view images on the PACS			
7.2	At most sites, clinical workstations are standard DOH PCs that already exist on the hospital network but will need to have the necessary PACS software installed and connections checked.			
7.3	The successful bidder is required to install the necessary PACS viewing software on all required clinical workstations on the hospital network			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
8	**RIS FUNCTIONAL REQUIREMENTS**			
8.1	Order Entry and Scheduling			
8.1.1	It must be possible for authorised users to search for existing patients already registered in the RIS database.			
8.1.2	It must be possible to search on the following fields. Master Index identifier, Alternative identifier, Name, DOB, Cell Phone number.			
8.1.3	The RIS must allow an authorised user to manually order and schedule a radiology procedure request for the current day or future appointment date.			
8.1.4	If connected to a HIS, the solution must have the capability to automatically calculate which is the best slot to schedule the procedure.			
8.1.5	It must be possible for an authorised system administrator to define which fields to display in the registration process and which are mandatory.			
8.1.6	It must be possible to register basic details for the patient with a temporary identifier, and later link the temporary record and images to the patient's previous record. (e.g. if network is down or the user fails to find patient record)			
8.1.7	It must be possible to relink images and reports to the patient's primary record in the case of duplicate records being found for the same patient (e.g. if patient details were entered incorrectly resulting different records for the same patient from different visits.			
8.1.8	The solution must provide customisable scheduling options			
8.1.9	Slot-based scheduling, based on a set number of slots per modality or per examination per day, rather than specific appointment times, must be available.			
8.1.10	It should be possible to pre-configure the number of slots for different types of examination, the number of slots per modality per session, different priority levels, and which procedures require pre-approval by a Radiologist.			
8.1.11	It must be possible to block out slots making them unavailable for scheduling.			
8.1.12	It must be possible to filter the worklist by modality, by department, or by priority			
8.1.13	It must be possible for an authorised user to select the requested procedure via a pre-defined procedure list.			
8.1.14	It must be possible to customise the procedure list, by hiding procedures that are not offered, or by adding new procedures that are required.			
8.1.15	It must be possible for an authorised user to add clinical data to the order			
8.1.16	It must be possible for an authorised user to indicate the priority of the order.			

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8.1.17	It must be possible to indicate a patient's ambulatory status during the order entry process. i.e. bed, wheelchair, walking,			
8.1.18	It must be possible to select the referring clinician and contact details from a pre-configured list. If the referring clinician's name and contact details are not on the pre-configured list it must be possible for the user to add this to the RIS.			
8.1.19	Data entry fields must be configurable. Please give details of the types of fields and mechanisms available to configure the order entry interface			
8.1.20	It must be possible for an authorised user to reschedule or cancel a scheduled procedure and add a note indicating the reason			
8.1.21	It must be possible for an authorised user to print daily scheduled lists.			
8.1.22	It must be possible for an authorised user to print, email (MS Exchange) or SMS scheduling details to the patient and/or the referring clinician.			
8.1.23	It must be possible for authorised users to scan and upload appropriate documentation (e.g. procedure reques forms) and attach these to the order.			
8.1.24	It must be possible to upload and store Word, Jpeg, Tiff, and PDF files in the RIS. Please give a list of file types supported.			
8.1.25	It must be possible to receive and process HL7 ORM type messages from the HIS (in the event of a HIS being deployed)			
8.1.26	It must limit overbooking			
8.1.27	The system must be able to Customize software menus, functions, based on speciality and user groups			
8.1.28	It must support dynamic consent forms configured per procedure			
8.1.29	It must Dynamic report designer, and Dynamic dashboards features			
8.1.30	The Systems must support RIS driven workflow			
8.2	Procedure Validation			
8.2.1	It must be possible for an authorised user to validate if the procedure is appropriately ordered, based on the clinical history, previous examinations, contra-indications, reason for examination etc.			
8.2.2	It must be possible to pre-configure which procedures need to be validated.			
8.2.3	Orders containing procedures which require validation should appear on a validation worklist.			
8.2.4	The following must be available to the user who is performing the procedure validation via integrated link: Scanned request form (if order was manually entered) or clinically relevant data (if order was placed electronically), previous imaging and reports, other relevant scanned documents.			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
8.2.5	It must be possible for the authorised user approve or reject the order, add a note with reason for rejection, amend procedure ordered or change the priority			
8.2.6	The system should have the capability to send an email or SMS notification to the referring clinician indicating the validation decision and reasons.			
8.3	Worklist Management			
8.3.1	The system must support configurable work list management.			
8.3.2	Orders which have been ordered manually or electronically, and validated where necessary, must appear on the worklist for the day			
8.3.3	It must be possible for an authorised user to reschedule or cancel a procedure and to record the reason why the procedure has been rescheduled or cancelled.			
8.3.4	It must be possible for an authorised user to filter and view the worklist by modality, by priority, or by referring department			
8.3.5	It must be possible for an authorised user to indicate the stage of the patient in the workflow, as follows (or equivalent terminology): Scheduled, Arrived/Waiting, Examination in Progress, Examination completed, Dictated, Reported (provisional), Reported (approved).			
8.3.6	Worklists must be routed automatically to the clerical workstations, imaging modalities and Radiologists workstations according to the stage in the workflow and the department's specificrequirements.			
8.3.7	Once a user has indicated that the patient has arrived, the order must appear on the Patients Arrived / Waiting worklist.			
8.3.8	Once a user has indicated that the procedure has started, the RIS should assign the procedure to the performing user, and the order must appear on the Examination in Progress worklist.			
8.3.9	The RIS must display patient related alerts and warning such as allergies, etc.			
8.3.10	The RIS must display if the patient is scheduled for multiple rocedures for the same day across modalities.			
8.3.11	It must be possible to update the originally ordered procedure to indicate the actual procedure performed.			
8.3.12	It must be possible to access and view scanned documents and request forms.			
8.3.13	It must be possible to access the patient's imaging history including previous images and reports via an integrated link to the PACS.			
8.3.14	The integration must be seamless with no need for the authorised user to retype username or password to gain access to the PACS.			

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8.3.15	Once a procedure is completed, it must be possible for the performing Radiographer to mark a completed procedure as "not for reporting". (The circumstances appropriate for this option will be determined by the institution)			
8.3.16	Unless flagged by an authorised user as “not for reporting” once a user has indicated that the procedure has been completed, the order must appear on the Radiologists Reporting Worklist.			
8.3.17	It must support template based reporting using MS word			
8.3.18	The system must support multiple report header based on facilities			
8.4	Radiologists Reporting Worklist			
8.4.1	On opening an order to start reporting the linked images in the PACS system must automatically be displayed on the 2 diagnostic monitors.			
8.4.2	The integration must be seamless with no need for the authorised user to retype username or password to gain access to the PACS.			
8.4.3	The authorised user must have access to the clinical data relevant to the order, including patient details, request form/clinical history, examination history, previous reports, previous imaging, referring clinician, radiographer notes.			
8.4.4	The PACS application must allow the user to search on the following DICOM fields from within the PACS application: Patients Name, Patient Unique ID number, Accession Number, Study Date, Modality, Study Description, Referring clinician			
8.4.5	The Radiologist PACS application shall allow for pattern searching within each of these fields. (Pattern searching refers to searching for a specific pattern of text or numerals, or symbols within the field).			
8.4.6	The columns on the Worklist interface must be configurable, including which columns are displayed, the order in which columns are displayed, sort ascending/descending, column width, font size etc.			
8.4.7	If a user opens an order to view images and create a report, the order must be locked so no other user can report on it simultaneously			
8.4.8	Users must have access to orders opened by another user in read-only mode, and the system must indicate that the order is already opened by another user.			
8.4.9	The Radiologist PACS application must be able to search the PACS database for patient's images directly, in the event that the RIS is down, or if certain studies are not entered on the RIS (for example to access images from other hospitals that have been loaded directly onto the PACS), or the Clinician is working remotely (outside of KZN Health Network).			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
8.4.10	The system must support voice recognition workflow where dictations are automatically transcribed to text and the user can edit reports. The detail specification for Voice Dictation functionality must be adhered to as referred on Annexure E:			
8.4.11	The solution must support pre-configured report templates. These must be configurable on a global or user level.			
8.4.12	It must be possible for the user to type amendments directly onto templates and VR transcripts. The word processing interface must support all basic word processing functions (e.g. bold, underline, italics, tab, paragraph spacing etc.)			
8.4.13	It must be possible for authorised users to call up report templates via the VR interface voice commands e.g. saying "Normal Chest X-Ray" will import the normal chest X-Ray pre- configured template.			
8.4.14	It must be possible to configure more than one report template for the same examination, for example if different radiologists prefer different report templates, these must be available e.g. "Normal Chest Dr X" and "Normal Chest Dr Y". The capability to link specific templates to specific users via the VR interface would be an advantage			
8.4.15	The solution must support stop points (pre-configured points where users can add measurements or comments) within pre- configured report templates.			
8.4.16	It must be possible for an authorised user to add an ICD10 diagnosis code to the report. This must be accessible via a pre-loaded drop-down menu.			
8.4.17	It must be possible to approve reports either with, or without, ICD10 codes.			
8.4.18	It must be possible to add BI-RADS codes to mammography reports.			
8.4.19	It must be possible for a registrar or medical officer to sign off their report as a Preliminary report. The report's preliminary status must be clearly indicated on the report, and the medical officer/registrar's name must appear on the report.			
8.4.20	It must be possible for a consultant to sign off their own report as Approved after self-editing, in which case the consultant's name must appear on the report			
8.4.21	It must be possible for a consultant to edit preliminary reports done by other users and sign them off as approved. In this case, the final report must include both the medical officer/registrar and the consultants name on the report			
8.4.22	A report signing off as either preliminary or approved must trigger an HL7 message to send the preliminary report to HIS and PACS.			
8.4.23	It must be possible to add an addendum to the report, if further changes are required after report approval.			

	GENERAL REQUIREMENTS: Any bidder who does not comply with the item will be disqualified.	Comply Yes	Comply No	Comments
8.4.24	The solution must allow users to open a second study while another study is open, without closing or losing any work done on the originally opened study			
8.5	Voice Recognition Reporting			
8.5.1	Integrated voice recognition reporting is required by those sites that employ Radiologists and/or provide a Radiology reporting service.			
8.5.2	The voice recognition must seamlessly integrate with the PACS and RIS.			
8.5.3	The voice recognition must be set up for each individual user/radiologist and must have an automatic learning system to enable the system to learn from the unique speech of the user/radiologist.			
8.5.4	The system must have the capability to accurately transcribe dictated Radiological and medical terminology.			
8.5.5	It must be possible to add new radiological/medical terminology to the system by re-dictating or overtyping, to ensure future accurate reproduction of terms.			
8.6	**TRANSCRIPTIONIST TYPING**			
8.6.1	The system must have the capability to route dictated report files to a transcriptionist for typing.			
8.6.2	The system must be able to accommodate individual user preferences for either voice recognition reporting, or routing of dictated reports to a transcriptionist.			
8.6.3	Reports typed by the transcriptionist must be routed to the Radiologists Transcribed worklist for amendment or approval			
8.6.4	PACS solution must come standard with Integrated voice recognition reporting			
8.7	**REPORT DISTRIBUTION**			
8.7.1	The system must support the distribution of the reports via printed report, secure email, web-based application and HL7 outbound messaging to HIS			
8.8	**RIS SECURITY, STATISTICAL FUNCTIONS SYSTEM ADMINISTRATOR FUNCTIONAL REQUIREMENTS NOT MENTIONED ELSEWHERE**			
8.8.1	The system must provide for user access control via login with password authentication, data security, confidentiality, and user tracking.			
8.8.2	The RIS and PACS must provide an audit trail of all user access to and modification of patient data, accessible to authorised users.			
8.8.3	The application must allow the PACS Administrator to correct mismatched study information between the RIS application and the PACS application.			

	GENERAL REQUIREMENTS: Any bidder who does not comply with the item will be disqualified.	Comply Yes	Comply No	Comments
8.8.4	The solution must provide data mining tools to extract statistical data from the system, including the following: Number of various types of procedure done Procedures performed per radiographer / ultra-sonographer Procedures performed and Reports generated per doctor Capability to extract data in appropriate format for registrar's logbook Waiting time statistics			
8.9	**IMAGE COMPRESSION**			
8.9.1	The PACS/RIS with Voice Dictation solution must support image/data compression between hospitals and the department's PMB Data Centre via the following compression standards and rate to apply for different studies and modalities: UNCOMPRESSED JPEG LOSSLESS JPEG2K LOSSLESS JPEG2K LOSSY 5:1 JPEG2K LOSSY 10:1			
9	**RADIOLOGISTS PACS FUNCTIONAL REQUIREMENTS**			
9.1	**HANGING PROTOCOLS**			
9.1.1	The System must provide configurable Hanging Protocols			
9.1.2	System wide hanging protocols shall be available to all users.			
9.1.3	User-defined hanging protocols shall be available to specific users			
9.1.4	Hanging protocols must load selected image display features automatically, including reference lines, synchronisation, zoom and pan, mirror image.			
9.2	**MEASUREMENT AND ANNOTATION TOOLS**			
	The following measurement and annotations tools are required on all Radiologist workstations			
9.2.1	Distance including multiple distance measurements			
9.2.2	Angle including multiple angle measurements and Cobb angle			
9.2.3	Hounsfield units including single measurements, ROI (Region of Interest) and multiple ROIs			
9.2.4	ROI (Region of Interest) including single and multiple ROIs			
9.2.5	The Hounsfield Unit measurements of an ROI must reflect average, minimum, maximum, and standard deviation			
9.2.6	ROI shape availability must include Circular, Rectangular, and freehand			
9.2.7	Annotations including single and multiple annotations			
9.2.8	Pre-defined list of annotations available via drop-down list.			
9.2.9	Change font size, colour, and position of annotations.			
9.2.10	Arrow annotations to indicate area of interest			
9.2.11	Show / hide annotations			
9.2.12	It must be possible to delete or edit measurements, ROIs and annotations easily via mouse function			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
9.2.13	It must be possible to save key images			
9.2.14	It must be possible to save presentation states			
9.2.15	It must be possible to create custom shortcut keys for commonly used functions.			
9.2.16	It must be possible to export images as jpeg or TIFF images.			
9.2.17	It must be possible to flag interesting cases and save them in a teaching case folder or database			
9.2.18	On exporting images to external media, it must be possible to anonymize images for research and publications			
9.2.19	The system must support Peer Review			
9.2.20	The system support universal viewer to view (Image/Report/Waveform/PDF)			
9.3	**BASIC VIEWING FUNCTIONS AND IMAGE MANIPULATION TOOLS**			
	The following basic viewing functionality is required on all workstations			
9.3.1	Change window level and centre via mouse control			
9.3.2	Storage of pre-set window settings, available via drop-down list			
9.3.3	Dynamic interactive brightness and contrast control			
9.3.4	Dynamic interactive zoom in and out via mouse control.			
9.3.5	Dynamic interactive PAN via mouse control			
9.3.6	Flip images on the Horizontal and vertical planes			
9.3.7	Rotating images 90 and 180 degrees			
9.3.8	Manually scroll through large cross-sectional and DSA studies without jitter or delay			
9.3.9	Automatically scroll through large cross-sectional studies and DSA studies via cine loop function.			
9.4	**ADVANCED VIEWING FUNCTIONS**			
	The following advanced viewing functionality is required on all Radiologist workstations			
9.4.1	It must be possible to automatically link slice locations of multiple series in a cross-sectional study and scroll through the series simultaneously			
9.4.2	It must be possible to manually link slice locations from two or more series/studies, and to manually override automatic linking, for example if the automatic link is inaccurate.			
9.4.3	It must be possible to link image manipulation functionality across multiple frames, including Magnification, Pan, and Window width and level.			
9.4.4	It must be possible to apply imaging enhancement filters, including Edge enhancement, Image sharpening and image softening			
9.4.5	Multi-Planar reconstructions (MPR) in the axial, coronal, sagittal, and oblique planes			
9.4.6	Curved-Planar reconstructions (CPR) including projected, straightened, and stretched views.			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
9.4.7	Slab rendering based on maximum (MIP), minimum (MinIP) and average (AvgIP) intensity projections.			
9.4.8	Ability to change slab slice thickness			
9.4.9	3D volume rendering applications for specific regions such as lung, bone, vascular structures, and skin.			
9.4.10	Basic segmentation tools, including bone removal, cropping, clipping, and freehand selection.			
9.4.11	Volume measurements.			
	Multiplanar reconstructions must include the following features:			
9.4.12	Orthogonal reference lines demonstrating relative position of planes.			
9.4.13	Ability to hide/show the orthogonal lines.			
9.4.14	Ability to scroll through the entire image sequence during MPR			
9.4.15	Ability to scroll by moving orthogonal lines i.e. when an orthogonal line is changed the corresponding plane shall update in real time.			
9.4.16	It must be possible to rotate curved MPR reconstructions using the curved oblique line as the axis of rotation			
9.4.17	On viewing large volume-based CT or MRI studies and volume- based reconstructions, it must be possible to scroll through multiple linked series without any jitter or delay.			
9.5	**SOFTWARE PACKAGES:**			
	The following software packages are required for all Radiologists workstations at tertiary and regional hospitals, and must be included in the main bid price:			
9.5.1	Vascular package.			
9.5.2	3D/4D – Volume Viewer			
9.5.3	Orthopaedic package			
9.5.4	MR Spectroscopy – Processing Spectroscopy images			
9.5.5	DWI – Diffusion weighted imaging (DWI).			
9.5.6	Basic Dental functionality			
9.5.7	DTI – Diffusion Tensor Imaging.			
9.5.8	MRI breast imaging package			
9.5.9	Neuro - 4D perfusion for neuro and brain view.			
9.5.10	PET/CT - multi-modality.			
9.5.11	CT Colonoscopy package.			
9.5.12	Oncology package			
9.5.13	Cardiac package.			
9.5.14	Maxillo-facial package.			
9.5.15	Mammography (including tomosynthesis) must be importable from modality:			
9.5.16	Modality integration of CT, MRI and Mammography must be possible			

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9.6	**CLINICIANS PACS FUNCTIONAL REQUIREMENTS**			
9.6.1	The solution must support viewing of order information, images, and reports on clinical workstations via the hospital network.			
9.6.2	All Clinicians workstations must provide all basic viewing functionality as detailed in section 9.3.			
9.6.3	Clinicians workstations must be able to provide basic MPR functions, where requested on certain workstations, without additional cost.			
9.6.4	It must be possible for authorised users to search for patients based on their Patient Master Index identifier, Patient name, study date, and/or date range			
9.7	**LOCAL DEPLOYMENT OF PACS AND QUALITY CONTROL SYSTEM**			
9.7.1	The PACS/ RIS with Voice Dictation solution must provide dual deployment on premise and off-premise cloud for designated hospitals.			
9.7.2	When the network fails, the local system shall be able to meet the basic services of the imaging department without being affected.			
9.7.3	Data between PMB Data Centre PACS and the cloud PACS must be consistent in data format and synchronized from PMB Data Centre to Cloud to ensure there are mirror image data on Cloud (frequency of Synchronisation will be advised later by the department).			
9.7.4	Based on a comprehensive and multi-dimensional quality control management, from the issuance of the application form (whether the information is detailed) to the image collection (detection area, body position, etc.) to whether the film layout meets the requirements, to the quality of diagnosis, and the quality control system provides Layers of quality control to ensure the quality of image inspection. Provide the following types of quality control: Sampling quality control: set sampling rules, and conduct quality control on all inspections that meet the quality control conditions based on the rules; Temporary quality control: the doctor initiates quality control at any time during the diagnosis process Review the quality control: The quality control specialist uses the quality control system to search and inspect, and evaluate each quality control point. (Proof of relevant software copyright registration certificate required)			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
10	**DICOM, PRINTING AND CD/DVD WRITING**			
10.1	It must be possible to print DICOM films via the DICOM laser printer. (DICOM laser printer is not part of the scope for the project)			
10.2	The system must support customizable layout formats.			
10.3	The system must support different film sizes.			
10.4	It must be possible to write DICOM studies to CD or DVD using burner hardware / Robot, refer ANNEXURE D:			
10.5	The robot must be capable of producing dual media i.e. both CDs and DVDs.			
10.6	The robot must have the capability to store blank disks for each media type.			
10.7	The robot must be capable of printing pre-configured labels			
10.8	When media is created by the CD/DVD robot a DICOM viewing application must be automatically written onto the media.			
10.9	The CD/DVD writer solution must support the IHE Portable Data for Imaging Integration Profile.			
10.10	The robot must be provided with the appropriate drivers / software to operate minimum functions (Import, Export, Burn)			
10.11	The system must Support Non DICOM images			
10.12	The system must support DICOM Morphing			
11	**LICENSING**			
11.1	All operating system, database, and virtualisation software licenses required to support the PACS, RIS and VR systems, and all licenses required to provide the functionality as specified, must be included and licensed to the purchaser.			
11.2	Sufficient Licenses must be provided for System Administrators, Clerks, Radiologists, Radiology Registrars and Medical Officers, Radiographers, and Clinicians to access the system and carry out their job functions. It is the responsibility of the bidder to ensure that they understand the requirements (number of users etc.) at each site and make allowance accordingly.			
11.3	Clerical and Radiographer licenses must be unlimited and freely transferable.			
11.4	Clinician viewing licenses must be unlimited and freely transferable.			
11.5	Radiologist Reporting, Voice Recognition, and Advanced application licenses must be floating concurrent user licenses and must be transferable between users in the event of a user leaving the institution.			
11.6	Reporting Licences			
11.6.1	The vendor must supply concurrent radiologist licenses.			
11.6.2	If the number of floating concurrent Reporting licences is not specified or otherwise the default requirement is 1 per doctor employed to report on Radiological investigations at the site. ("Doctors employed to report on Radiological investigations at the site" means Radiologists plus Radiology Registrars plus Radiology Medical Officers)			
11.7	Advanced application software licenses (please provide vendor specific advanced licenses if applicable)			

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12.	**INTEROPERABILITY REQUIREMENTS AND FUTURE-PROOFING**			
12.1	The solution must provide for remote reporting services by allowing a user to login to the system and access functionality remotely. This will include creating reports and accessing images.			
12.2	The data streamed from the PACS or RIS archive to the device must be based on a secure encrypted service.			
12.3	No image or report data may remain stored on the device once the connection is dropped or disconnected.			
12.4	The RIS/PACS system must have the capability for future integration with HIS, i.e. the system must be future proof for HIS integration.			
12.5	If a HIS system is already deployed at the institution, a solution for integration should be offered, priced separately.			
12.6	The system must have the capability to integrate with possible future Artificial Intelligence (AI) applications			
12.7	The system must have the capability to support integration into Vendor Neutral Archive solution in the future.			
12.8	Bidders must provide DICOM conformance statements for all components of the solution offered, including: DICOM storage service, DICOM query and retrieve service, DICOM print service, DICOM Modality Performed Procedure Step service, DICOM Storage commitment service, DICOM Modality Worklist Service and DICOM SOP classes to store DICOM objects			
12.9	Bidders must provide IHE integration statements for all IHE profiles which the solution supports, including: IHE Patient Demographics Query (PDQ) profile, IHE Patient Identifier Cross-Referencing (PIX) profile, IHE Consistent Time (CT) Profile, IHE Scheduled Workflow (SWF) profile, IHE Patient Information Reconciliation (PIR) profile. IHE Consistent Presentation of Images (CPI) profile, and IHE Audit Trail and Node Authentication (ATNA) profile			
12.10	Bidders must provide evidence of OEM HL7 integration, documenting which HL7 message types, data types, and data fields are supported, including: ADT- Admission Discharge Transfer, ORM- Order Management, ORR- Order Response (to any ORM), ORU- Observation Report Unsolicited			
12.11	The system must support single sign-on and windows active directory integration			
12.12	The system must be able to do auto push notification with reminders, approvals , approval confirmation , results for patients , doctors , medical aids and hospitals			
12.13	The systems must support different time zones (making provision for the possibility of future outsourced reporting – over boarder)			
12.14	The system must Support XDS (Cross-Enterprise Document Sharing			

	GENERAL REQUIREMENTS: ANY BIDDER WHO DOES NOT COMPLY WITH THE ITEM WILL BE DISQUALIFIED.	COMPLY YES	NO	COMMENTS
12.15	PACS system must make provision for DICOM Compression algorithm. This requirement is assisting with the scares broadband resources and improves productivity / speed of the system during reporting (Quality of the image should not be compromised)			
13	**PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING**			
13.1	Bidders must provide a project plan and strategy on how they will deploy the solution. This should include project phases, tasks, and resources which the deployment of RIS/PACS and on premise storage should be priority and go-live first and ahead of the rest of the comprehensive / end-to-end solution. The plan should be at the level of implementing the central environment PMB Data Centre and Cloud Data Centre and also the setup at the facility level. With the assumption the LAN is ready.			
13.2	The successful bidder will be responsible for managing the modality integration to the RIS and PACS for all modalities Centrally.			
13.3	Bidders must provide a list of the names of personnel who will be responsible for the installation, training, data migration and applications support components of the project, including CVs for all resources indicated.			
13.4	Bidders must provide a training plan and strategy on how they will deliver training to the organisation, including initial applications training with no more than 5 end-users per session.			
13.5	The successful bidder must provide ongoing one-on-one on-site applications training and support for users, as and when required, during the period of the guarantee and SLA			
13.6	Bidders must present a full solution architecture			
13.6.1	Typical Cloud architecture and system for fully integrated PACS/RIS with Voice Dictation. The Architecture must show simulation of both Data Centre PMB and Cloud services			
14.	**SERVICE LEVEL AGREEMENT**			
14.1	The PACS/RIS with Voice Dictation solutions must provide a guaranteed uptime of no less than 99% per month, excluding downtime relating to hospital network issues but including downtime due to server and Radiology LAN issues (All the services provided by the potential bidder).			
14.2	The PACS/RIS with Voice Dictation solutions must provide the same levels of performance as signed off after User Acceptance testing (UAT), throughout the 3-year (3 years warranty with SLA) operational use of the solution.			
14.3	The service level agreement must be active for a period of 3 years measured from the date of clinical go live.			
14.4	The service level agreement must include all hardware, software, and software upgrades required to maintain the uptime and performance guarantees.			
14.5	The Service Level Agreement must include all applications support, including both PMB Data Centre and Cloud support required to maintain performance of the system.			
14.6	The required maximum response times are as follows: Software/applications support during normal working hours: 2 hours. Software/applications support after-hours: 12 hours Hardware support: 24 hours			

3.2.3 SCOPE OF TECHNICAL SOLUTION DEVELOPMENT

NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED MUST BE ANSWERED "Yes", "No" OR ANSWER THE QUESTION UNDER BIDDERS COMMENTS.

NO	SPECIFICATION	Comply Yes	Comply No	Bidders Comments
Clause G1	**BID STRATEGY**			
Clause G1.1	The successful bidder will be contracted to: Supply,Deliver,Commission, Install and Maintain the equipment, software and relevant services to all the departmental hospitals (Priorityand sequence of hospital implementation will be determined by the project owner); Data Migration for hospital that have old PACS, only when those hospitals are migrating to the new systems; Implement in accordance to the technical specification; Cost in accordance with the pricing guide; Demonstrate the product to all Staff in all the participating facilities (i.e. Hospitals) as identified by the project owner; Provide the service to the Department for the period of 3 years (rollout to hospitals and CHCs, support and maintenance); The project will be phased in accordance to the Department priority and budget availability which will be determined and specified by the KZN Health project owner			

NO	SPECIFICATION	Comply Yes	Comply No	Bidders Comments
Clause G1.2	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 sixty (60) Months. The successful bidder must arrange with the respective Hospital, Institution, ICT and the Health Technology Services before 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 and ICT unit.			
Clause G3.2	State percentage guaranteed up time of the system (Should be at least 99%). The requirement is appropriate and relates to Tier-3 requirement. (This requirement is excluding the connectivity / broadband performance).			
Clause G3.3	The recommended number of services / maintenance planned and scheduled per annum, by the vendor / bidder 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			

NO	SPECIFICATION	Comply Yes	Comply No	Bidders Comments
	that will be provided during and up to the end of the guarantee period.			
Clause G3.5	Spares that may be required during the guarantee Period will be supplied at the expense of the bidder.			
Clause G3.6	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.			
Clause G3.7	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 G3.8	The same guarantee conditions must apply to replacement units.			
Clause G4	Bidders must offer the Department's In-House Technicians/ support team a demonstration of the product, which will enable the Department's In-House Technicians/ Support team to become acquainted with the systems during the Test and Acceptance phase.			
Clause G5	The successful bidder must provide the Department's in house Technicians/ Support team, full training in the administration and supporting the system. 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 successful bidder to the Department's In-House Technicians/ support team within three months from date of initial supply and delivery of the systems to the end user.			
Clause G6	SERVICING:			
Clause G6.1	The bidder must have presence in South Africa to ensure responsiveness in case of support. (The Department reserves the right to inspect the premises).			
Clause G6.2	If the service is subcontracted to a local (KZN) 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 Department reserves the right to inspect the premises).			
Clause G6.3	Supply the Name, Address and Telephone			

NO	SPECIFICATION	Comply Yes	Comply No	Bidders Comments
	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 Department reserves the right to inspect the premises).			
Clause G6.4	The bidder must supply information on the number of Technicians/ Support team 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 G6.5	The Technician(s) must be original equipment manufacturer trained to support the systems. N.B. The Service Provider must issue a commitment of training the Department resources in writing.			
Clause G6.6	The bidder must respond to systems problems within 30 min AND resolve systems problems within 8 hours.			
Clause G7	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 customer's 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 G8	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 G9	Bidder must state the period of time for delivery of on-site Spare parts following the receipt of an			

NO	SPECIFICATION	Comply Yes	Comply No	Bidders Comments
	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 G10	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, system support and admin staff and the end users of the Department of Health, KwaZulu-Natal throughout the life cycle of the system.			
Clause G11	The system and technology must be supported for a period of not less than 10 (Ten) years from the original equipment manufacturer for the product offered. This is referred to as an end of life confirmation. This is meant for when the Department contracts and they need spares to support / maintain the systems and there should be spares available for the period of 10 years from the date the contract is signed, the product supplied is guaranteed to be in place for not less than 10 years)			
Clause G12	The successful bidder must include in their offer at no extra cost to the final bid price:			
Clause G12.1	Complete user Operation Manual x 2 (two) Book / File; CD; DVD copies in English Language.			
Clause G12.2	The above Manual must be properly bound in either a Book, File or CD form.			
Clause G12.3	The Bidder must supply all software (including software-keys and / or passwords to allow system support and administration).			
Clause G13	Does your Company have an after-hours service back up facility?			
Clause G14	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 bidder's account.			
Clause G15	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.			
Clause G15.1	The Bidder must state the extent at which the system was tried and tested with references and the dates of implementations of the latest models/versions			

NO	SPECIFICATION	Comply Yes	Comply No	Bidders Comments
Clause G15.2	The bidder must state if there are any near future updates expected.			
Clause G16	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Software Version Rollback at the bidder's own cost.			
Clause G17	The successful bidders must arrange for an acceptance test of the equipment and the systems with the Manager of the Health Technology Services, ICT Manager 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 G18	All equipment, systems the installation and any alteration / additions must comply with:			
Clause G18.1	The Occupational Health and Safety Act (1993);			
Clause G19	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 G20	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.			
Clause G21	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.			
Clause G22	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 G23	The equipment, systems and any accessories ordered from the successful bidder will be delivered, installed, tested, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.			
Clause G24	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			

NO	SPECIFICATION	Comply Yes	Comply No	Bidders Comments
	closing date of bid.			
Clause G25	UPGRADEABILITY WHERE APPLICABLE:			
Clause G25.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved. All future software updates must be at the cost of the bidder for the duration of the 5 year term.			
Clause G25.2	The Bidder to state what hardware and software will be available, with costs and projected dates. These costs must be borne by the bidder during the 5 year term.			
Clause G26	**UPGRADE POLICY:**			
Clause G26.1	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.			
Clause G26.2	All future upgrades removing software viruses from existing software must be supplied at no cost.			
Clause G26.3	Any upgrade before or after installation of the equipment and systems involving additional cost must be brought to the attention of the Manager, Health Technology Services and ICT Manager.			
Clause G27	The Bidder must indicate the expected life of their offered unit and software in years.			
Clause G28	The successful Bidder at no extra cost must provide one additional future training for end users and technical staff on the equipment offered per contract year.			
Clause G29	Data that is more than 5 years old can be offline but should be retrievable if required.			

Annexure A.3-2.3.1 Pricing Schedule

ANNEXURE B: MODALITIES	
Site	Imaging Modalities to be accommodated
Hospital type 1	DR/CR, Ultrasound, Fluoroscopy, Theatre C-Arms, CT, Mammography, MRI, Angiography / Interventional Radiology, Oncology with 2nd CT scanner, Cardiac Cath lab, mobile X-Ray
Hospital type 2	DR/CR, Ultrasound, Fluoroscopy, Theatre C-Arms, CT, Mammography, MRI, mobile X- Ray
Hospital type 3	DR/CR, Ultrasound, Fluoroscopy, Theatre C-Arms, CT, Mammography, mobile X-Ray
Hospital type 4	DR/CR, Ultrasound, Fluoroscopy, Theatre C-Arms, CT, mobile X-Ray
Hospital type 5	DR/CR, Ultrasound, Fluoroscopy, Theatre C-Arms, CT, Mammography, Oncology, mobile X-Ray

Annexure C: 24-48 Switch Specification (DOH 24-48 Switch specification)

The switch should provide 24/48 POE+ ports downlink electrical ports for user access and 4*10GE uplink modules, forwarding performance up to 42/78Mpps.
The switch should support high switching capacity of at least 56/336 Gbps(24 Ports) and 104/432 Gbps(48 Ports) non-blocking.
The switch should support AC power supply.

The switch should have IPv6 support in hardware, providing line-rate forwarding for IPv6 networks.
The switch should have at least one dedicated 10/100/1000 Ethernet management port.
The switch should be able to be managed, controlled and monitored via the Network Management System.
The switch should support, Static routing, RIP, RIPng, OSPF, OSPFv3.
The switch should support the reliability functions LACP, LLDP, DLDP, E-trunk.

Annexure D: DICOM CD/DVD BURNER SPECIFICATION

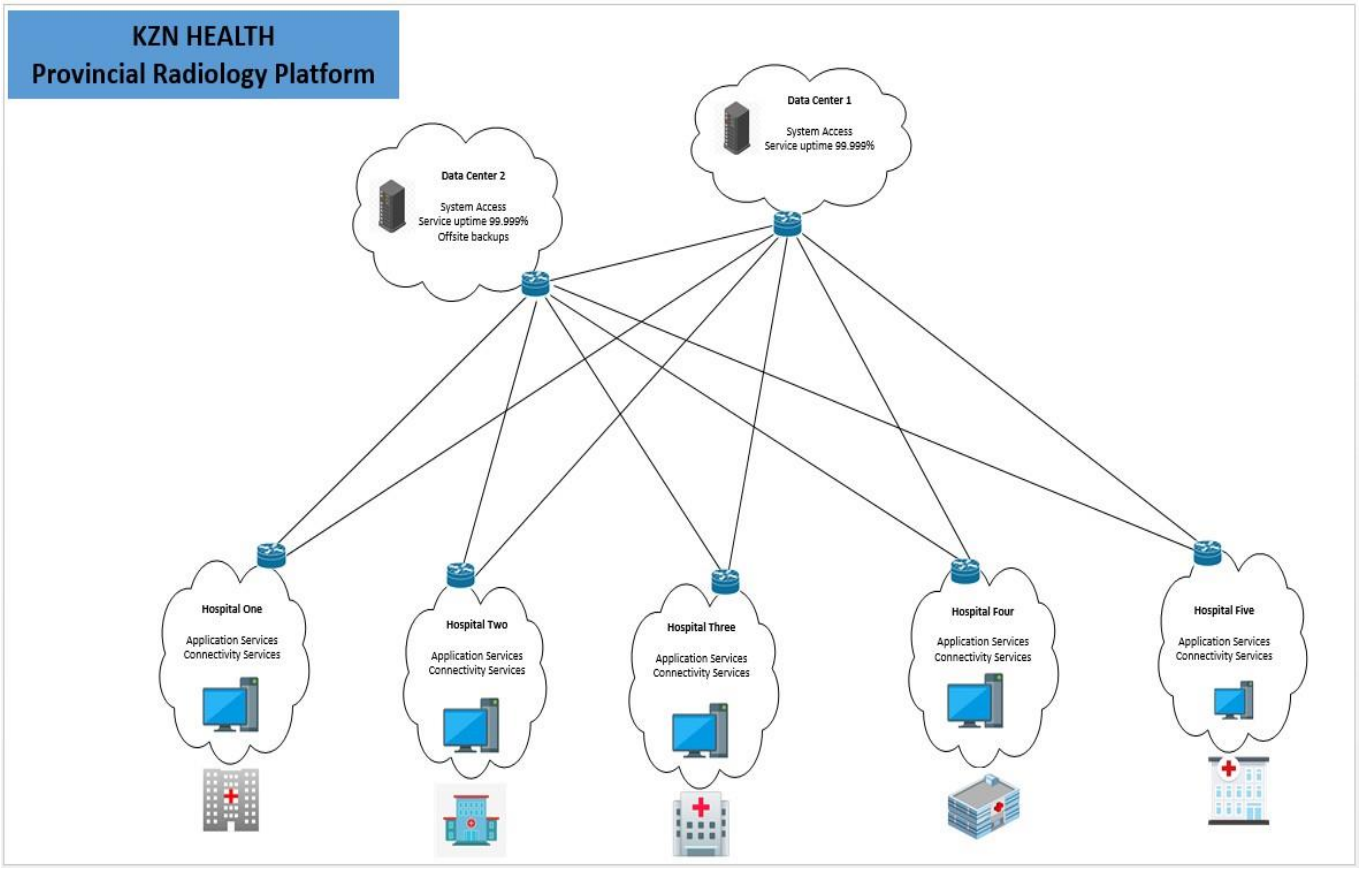
Daily Production:	Medium or higher
Printing Technology:	High-Resolution Inkjet
Recorder(s):	2 recorders or more: burns CD-R and DVD-R
Input Capacity	2 bins: 50 DISCs each
Output Capacity	10 DISCs drawer / 50 DISCs bin

Annexure E: Specification for Additional Accessory: Voice Dictation system for RIS-PACS				
1	**GENERAL REQUIREMENTS**	**COMPLY**		**COMMENTS**
		Yes	**No**	
1.1	The bidder mustsupply, deliver, install, commission and maintain a voice-activated dictation system interfaced Radiological Reporting.			
1.2	The system must provide for comprehensive Radiological reporting. Including discipline-specific Terminology and reporting formats.			
1.3	The voice-activated Radiological reporting capability must be accessible via the RIS-PACS interface, from RIS-PACS input devices (speech- mikes and RIS-linked keyboards) at all Radiologist workstations.			
1.4	The system must be fully integrated with the RIS-PACS system that is installed, or that the DOH intends to install at PMB and Cloud Data Centre, including integration with worklists, report-editing, and report sign-off systems.			
1.5	The system must have progressive learning capability, to enable it to learn from the individual user's vocal characteristics and preferred terminology. This must include the ability to incorporate re-dictated or manually entered corrections into the profile of individual users, so as to prevent repeat transcription errors and accurately reproduce dictated reports.			

1	GENERAL REQUIREMENTS	Comply		Comments
2	**HARDWARE**			
2.1	A server requirement for the voice-activated dictation software system is as follows: Minimum Requirements: RAM: 16GB, Storage Capacity: 2 X 1TB(which should also be centrally managed and interfaced with other service of this project)			
2.2	The system must be integrated with the RIS-PACS hardware and Radiologist Workstation input devices (speech-mics, keyboards, mouse).			
2.3	At sites where input devices (speechmics) are not yet deployed as part of the RIS-PACS system, 1 speechmic per Radiologist workstation must be included.			
3	**SOFTWARE COMPATIBILITY AND LICENSING**			
3.1	The software must be fully compatible with the Central RIS-PACS software, or the RIS-PACS software that the DOH intends to install.			
3.2	The system must not require installation of unapproved or potentially incompatible software on RIS-PACS hardware components. The service- provider responsible for maintenance of the RIS- PACS software must confirm that the proposed voice-activated dictation system can be safely integrated with the RIS-PACS system, and that it will not interfere with the functioning of the RIS- PACS or invalidate any aspect of the Warranty or SLA.			
3.3	Licensing arrangements must accommodate registration of all active Radiology doctors who are registered on the RIS-PACS system.			
3.4	The system must allow simultaneous reporting by multiple Radiology doctors. Minimum simultaneous reporting requirements are: Tertiary Hospitals – 10 users; Regional Hospitals – 4 users; District Hospitals – 1 user.			
3.5	Reporting licenses must be shared (i.e. not restricted to a specific voice profile), and must be freely transferable when staff join or leave the Department.			
3.6	The PACS/RIS and Voice Dictation licenses are covered by SAAS license model and maintained for the period of the contract			

1	GENERAL REQUIREMENTS	Comply		Comments
4	**TRAINING**			
4.1	The vendor must provide initial on-site training on the operation of the system, for all Radiology medical staff registered on the RIS-PACS system			
4.2	The vendor must provide ongoing on-site training on the operation of the system, for new Radiology medical staff that join the Department during the duration of the RIS-PACS Service Level Agreement			
5	**WARRANTEE AND MAINTENANCE**			
5.1	A 5 year warrantee for both software and hardware is required			
5.2	The system must be supported and maintained by the vendor, for the duration of the warrantee, and for any further period covered by the RIS-PACS Service Level agreement.			
5.3	The software must be compatible with future software upgrades of the RIS-PACS system that may be implemented during the warrantee period and the period covered by SLA. Alternately, the vendor must provide, free of charge, any upgrade to the voice activated software that may be required to enable its continued compatibility and functionality with future versions of the RIS-PACS operating system that may be installed during the warrantee and SLA period.			
5.4	The bid proposal must include 12 hours per week of on-site applications support during the warrantee period and the period covered by SLA.			

ANNEXURE F: KZN HEALTH PROVINCIAL RADIOLOGY ARCHITECTURE



BIDDER SUBSTANTIATING EVIDENCE

MANDATORY REQUIREMENT EVIDENCE

BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach PACS/RIS with Voice Dictation registration documentation (valid certificate, license or membership card) here.

1.1.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy of a valid OEM/OSM enterprise certificate for the supply PACS/RIS with Voice Dictation system and Cabling.

1.1.2 PROJECT EXPERIENCE AND CAPABILITY REQUIREMENTS

- Bidders are required to supply the below:
- Bidder must provide references from at least five (5) companies that are currently using the system, this requirement is to ensure that the system has credibility.
- Bidder must provide CVs of all the engineers and project manager as the evidence that the bidder will be using creditable resources to implement the system. The CVs must also reflect the relevant experience (i.e. PACS/RIS and Voice Dictation implementation, cloud data centre implementation, network support and maintenance).
- Project end-date references supplied in (point A) above must be current or not older than 10 years from date this bid is advertised;
- The reference case should be in-use for a minimum period of five (5) years; and

Scope of work must be related.

1.1.1 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

(The bidder must submit the relevant evidence supporting the above requirement)

PROVINCE OF KWAZULU-NATAL: DEPARTMENT OF HEALTH, HEALTH TECHNOLOGY SERVICES (H.T.S. – RADIOLOGY SERVICES)

COSTING TABLE: RIS AND PACS

1.1.2 COSTING AND PRICING

COSTING AND PRICING EVALUATION

ALL PRICING SCHEDULES MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, FAILING WHICH THE BID WILL BE DISQUALIFIED.
(Note; National Treasury has granted exemptions in relation to preferential procurement until such time that the new Regulations are promulgated. Until then, qualifying bids will be evaluated on the price only, except for those that must be subjected to functionality evaluation).

1.1.3 COSTING AND PRICING CONDITIONS

The bidder must submit the Pricing Schedule(s) as prescribed.

1.1.4 SOUTH AFRICAN PRICING:

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

All prices quoted are per item since the bid is structured such that it doesn't have a total price, therefore the costing evaluation will be done on the basis of weights and points

SECTION K PRICING SCHEDULE: **SBD 3.1**

Name of bidder…….....	Bid number: **ZNB 5686/2022-H**
Closing Time 11:00	Closing Date**:** **30/06/2022**

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

BID DESCRIPTION: SUPPLY, DELIVER, IMPLEMENT, TRAINING, SUPPORT AND MAINTENANCE OF CLOUD PICTURE ARCHIVING AND COMMUNICATION SYSTEM / RADIOLOGICAL INFORMATION SYSTEM (PACS/ RIS WITH VOICE DICTATION): KZN DEPARTMENT OF HEALTH: INFORMATION TECHNOLOGY, HEALTH TECHNOLOGY SERVICES: 3 YEAR CONTRACT

1.3 BID PRICING SCHEDULE

(a) Bidder must complete the pricing as per table below

(b) Line pricing are all VAT inclusive

Item	Item Description	Once-off cost per Item		Recurring Cost Per Item Per Year		Weight	Objective Evaluation Criteria Scoring
	Software Services						
1	PACS, RIS with Voice Dictation solutions Only	50,000 exams per year for initial environment	R	<20,000 exams per year	R	50%	
				20,000-60,000 exams per year	R		
				(60,000-100,000 exams per year	R		
				>100,000 exams per year	R		

Item	Item Description	Once-off cost per Item		Recurring Cost Per Item Per Year		Weight	Objective Evaluation Criteria Scoring
2	Central Off Premise Cloud Infrastructure	50,000 exams per year for initial environment	R	<20,000 exams per year	R	10%	
				20,000-60,000 exams per year	R		
				60,000-100,000 exams per year	R		
				>100,000 exams per year	R		
3	Configuration of Pietermaritzburg Data Centre and the Cloud Data Centre	R				10%	
4	**Individual Concurrent Licenses for PACS, RIS and VR Systems:**						
	1. Administrators	1. R		1. R		1%	
	2. Clerks	2. R		2. R		1%	
	3. Radiologists	3. R		3. R		1%	
	4. Radiology Registrar	4. R		4. R		1%	
	5. Medical Officers	5. R		5. R		1%	
	6. Radiographers	6. R		6. R		1%	
	7. Clinicians	7. R		7. R		1%	
	8. Reporting	8. R		8. R		1%	
5	Connectivity license fees per modality	R		R		1%	
6	Voice Dictation System	R		R		1%	
7	Project Management, Implementation and Training	R				1%	

Item	Item Description	Once-off cost per Item	Recurring Cost Per Item Per Year	Weight	Objective Evaluation Criteria Scoring
8	Integration / Interface with HIS	R		1%	
9	Data Migration (baseline 1TB)	R		1%	
10	Travelling cost will be calculated on the bases government rates. (only one transport will be costed per trip)				
11	Annual training which could be requested after the compulsory training	R		1%	
Item	Item Description	Once-off cost per Item	Recurring Cost Per Item Per Year	Weight	Objective Evaluation Criteria Scoring
	Hardware Service				
12	New Servers and Storage in Pietermaritzburg Data Centre			1%	
13	DICOM Robot (CD / DVD) Burner	R		1%	
14	24 Port Switch	R		1%	
15	48 Port Switch	R		1%	
16	LAN Point	R		1%	
17	Radiology Diagnostic WorkStation	R		1%	
18	General Diagnostic workstations:	R		1%	
19	Mammography Diagnostic workstations:	R		1%	
20	RIS Monitor	R		1%	
21	Medical Grade Reporting Monitor	R		1%	
22	Speech-mics	R		1%	
23	Clerical WorkStation	R		1%	
24	Clinical WorkStation	R		1%	
25	Connectivity (100 Mbps dedicated link between the Pietermaritzburg datacentre and off-premise cloud datacentre)	R	R	1%	

Item	Item Description	Once-off cost per Item	Recurring Cost Per Item Per Year	Weight	Objective Evaluation Criteria Scoring
	Contract Support Services				
26	System Support and Maintenance per year		R	1%	
27	Hardware Maintenance (Preventative and Break-fix / repairs) and Proactive Support, per year for all hardware listed above.		R	1%	
Total				100%	

At: **KZN DEPARTMENT OF HEALTH: INFORMATION TECHNOLOGY, HEALTH TECHNOLOGY SERVICES**

Country of origin ……

Brand ……

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

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

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

SECTION L: OBJECTIVE EVALUATION CRITERIA

Objective evaluation criteria will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Objective Technical Evaluation
- Phase 3: Price

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 is 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 and notices to bidders regarding the completion of bidding forms	**Yes**				
3	Section C: Authority to sign a bid	**Yes**				
4	Section D: Bidder's Disclosure (SBD 4)	**Yes**	**Yes**			
5	Section E:The national industrial participation programme (SBD 5)	**Yes**				
6	Section F:Declaration that information on central supplier database is correct and up to date	**Yes**				
7	Section G: General Conditions Of Contract	**Yes**				
8	Section H: Special Conditions Of Contract	**Yes**				
9	Section I: Conditions of Bid	**Yes**				
10	Section J: Specifications	**Yes**	**Yes**			
11	Section K: Pricing Schedule: (SBD 3.1)	**Yes**	**Yes**			
Prospective Bidders must provide the following Requirements:						
1	Copy of the Consortium/ Joint Venture/ Partnership agreement, if applicable	**Yes If Applicable**	**Yes If Applicable**			
2	Letter of undertaking if the bidder is not the manufacturer of the Equipment **or confirmation** if the bidder is 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
3.	Descriptive literature, pamphlets, brochures and technical data sheets applicable to the offer.	**Yes**	**Yes**			
4.	PACS/RIS with Voice Dictation registration documentation (valid certificate, license or membership card)	**Yes**	**Yes**			
5.	Copy of a valid OEM/OSM enterprise certificate for the supply PACS/RIS with Voice Dictation system and Cabling.	**Yes**	**Yes**			
6.	**PROJECT EXPERIENCE AND CAPABILITY REQUIREMENTS** a) Bidder must provide references from at least five (5) companies that are currently using the system, this requirement is to ensure that the system has credibility. b) Bidder must provide CVs of all the engineers and project manager as the evidence that the bidder will be using creditable resources to implement the system. The CVs must also reflect the relevant experience (i.e. PACS/RIS and Voice Dictation implementation, cloud data centre implementation, network support and maintenance). c) Project end-date references supplied in (point A) above must be current or not older than 10 years from date this bid is advertised; d) The reference case should be in-use for a minimum period of five (5) years; and Scope of work must be related.	**Yes**	**Yes**			

Phase 2: Objective Technical Evaluation

The unit offered must comply fully with or exceed all of the minimum specification requirements as per the Technical Specification. The prospective bidder will be required to provide a sample for evaluation purposes as required in terms of Clause 14 of the Special Conditions of Contract.

The State reserves the right to award contracts to more than one contractor for the same item. The State reserves the right to award the same item to more than one supplier to address product availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

Phase 3: Price

(**Note;** National Treasury has granted exemptions in relation to preferential procurement until such time that the new Regulations are promulgated. Until then, qualifying bids will be evaluated on the price only, except for those that must be subjected to functionality evaluation).