



**BID DOCUMENT NUMBER: ZNB9023/2023-H:**

**DESCRIPTION: THE SUPPLY AND DELIVERY OF 1 X 64 SLICE COMPUTERISED TOMOGRAPHY SCANNER SYSTEM (NO. RAD 14) FOR PRINCE MSHIYENI HOSPITAL: ONCE-OFF**

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

**BIDDER TO NOTE THE FOLLOWING**

**CLOSING DATE AND TIME;**

**DATE: 19 JULY 2023**

**TIME: 11: 00AM**

**COMPULSORY SITE MEETING**

**DATE: 05 JULY 2023**

**TIME: 13: 00AM**

**VENUE: PRINCE MSHIYENI HOSPITAL**

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

**Central Supply Chain Management Directorate  
Old Boys School, 310 Jabu Ndlovu Street  
Pietermaritzburg  
3201**

## TABLE OF CONTENTS

<b>SECTION A: INVITATION TO BID (SBD1)</b> .....	<b>3</b>
<b>SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS</b> .....	<b>5</b>
<b>SECTION C: AUTHORITY TO SIGN A BID</b> .....	<b>6</b>
<b>SECTION D: BIDDER'S DISCLOSURE (SBD 4)</b> .....	<b>10</b>
<b>SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)</b> .....	<b>12</b>
<b>SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (TO BE COMPLETED BY BIDDER)</b> .....	<b>14</b>
<b>SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022: SBD 6.1</b> .....	<b>15</b>
<b>SECTION H: RECORD OF AMENDMENTS TO BID DOCUMENTS</b> .....	<b>19</b>
<b>SECTION I: GENERAL CONDITIONS OF CONTRACT</b> .....	<b>20</b>
<b>SECTION J: SPECIFICATION</b> .....	<b>34</b>
<b>BILL OF QUANTITIES: THE SUPPLY AND DELIVERY OF 1 X 64 SLICE COMPUTERISED TOMOGRAPHY SCANNER SYSTEM (NO. RAD 14) FOR PRINCE MSHIYENI HOSPITAL</b> .....	<b>66</b>
<b>BIDDERS MUST ENSURE THAT BUILDING ALTERATIONS ARE SUBCONTRACTED TO LOCAL SUPPLIERS WITHIN THE DISTRICT</b> .....	<b>66</b>
<b>SECTION K: SPECIAL CONDITIONS OF CONTRACT (SCC)</b> .....	<b>74</b>
<b>SECTION L: COMPULSORY SITE INSPECTION CERTIFICATE</b> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>SECTION M: EVALUATION CRITERIA</b> .....	<b>92</b>
<b>SECTION N: PRICING SCHEDULE</b> .....	<b>97</b>

**SECTION A: INVITATION TO BID (SBD1)**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH</b>					
BID NUMBER:	ZNB 9023/2023-H	CLOSING DATE:	19/07/2023	CLOSING TIME:	11: H 00 AM
DESCRIPTION	<b>THE SUPPLY AND DELIVERY OF 1 X 64 SLICE COMPUTERISED TOMOGRAPHY SCANNER SYSTEM (NO. RAD 14) FOR PRINCE MSHIYENI HOSPITAL: ONCE-OFF</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE					
<b>OLD BOYS SCHOOL, 310 JABU NDLOVU STREET</b>					
PIETERMARITZBURG					
3201					
<b>SUPPLIER INFORMATION</b>					
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:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR ]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	KZN Department of Health		DEPARTMENT	KZN Department of Health	
CONTACT PERSON	Demand Management		CONTACT PERSON	Mr T. Ngidi	
TELEPHONE NUMBER	033 815 8361/8386		TELEPHONE NUMBER	033 940 2546/47	
E-MAIL ADDRESS	<a href="mailto:SCM.DemandManagement@kznhealth.gov.za">SCM.DemandManagement@kznhealth.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:thami.ngidi@kznhealth.gov.za">thami.ngidi@kznhealth.gov.za</a>	

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
  - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
  - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
  - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.**

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

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.

**SECTION C: AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

**IN HIS/ HER CAPACITY AS:** .....

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

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

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

---

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

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

---

**C. PARTNERSHIP**

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

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

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 ON 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<sup>1</sup> 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:  
.....  
.....

<sup>1</sup> 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 Tendering 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](mailto: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:	<b>ZNB 9023/2023-H</b>
Name of tenderer:	_____ Closing date <b>19 JULY 2023</b> _____
Postal address:	_____ _____ _____
Signature:	_____ Name (in print): _____
Date:	_____

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

This is to certify that I

.....  
(name of bidder/authorized representative)

who represents

.....  
(state name of bidder)

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

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

## SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022: SBD 6.1

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method

envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
In terms of Departmental Preferential Procurement Regulation Policy 2023, section 8.1.2.1. for Historically Disadvantaged Individuals. The Department allocate full 20 or 10 points to companies who are at least 51% Owned by Black People	20 Points	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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**SECTION H: RECORD OF AMENDMENTS TO BID DOCUMENTS**

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

<b>ADDENDUM NO.</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>

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

## SECTION I: GENERAL CONDITIONS OF CONTRACT

### 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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

### **4. Standards**

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

### **5. Use of contract documents and information; inspection.**

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

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

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

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

### **6. Patent rights**

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



## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

supplier under the contract.

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 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.
- 28. Limitation of liability**

- 29. Governing language** 229.1 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 above stated General Conditions of the Contract which are binding upon me.

.....  
**Signature**

.....  
**Date**

.....  
**Name of Bidder**

**SECTION J: SPECIFICATION**

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

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

**SPECIFICATION FOR:  
64 SLICE COMPUTERISED TOMOGRAPHY SCANNER SYSTEM**

**UMDNS:**

**ITEM NUMBER: 999952U4810800**

**SPECIFICATION: RAD –14 (RADIOLOGY)**

**BIDDERS SHOULD NOTE THE FOLLOWING IMPORTANT INFORMATION:**

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

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
<b>Clause G1</b>	<p>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.</p> <p>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.</p> <p>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.</p>	
<b>Clause G2</b>	All responses must be clear and legible.	
<b>Clause G3</b>	<b>GUARANTEE:</b>	
<b>Clause G3.1</b>	<p>All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution.</p> <p>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.</p>	
<b>Clause G3.2</b>	State percentage guaranteed up time of machine (Should be at least 99%).	
<b>Clause G3.3</b>	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
<b>Clause G3.4</b>	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
<b>Clause G3.5</b>	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health’s Radiation Control Board during the guarantee period.	
<b>Clause G3.6</b>	Travelling and Travelling Time costs must be included during the Guarantee Period?	
<b>Clause G3.7</b>	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	<b>SERVICING:</b>	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
<b>Clause G8.4</b>	<p>Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.</p> <p><b>Please supply details as follows:</b></p> <p><b>Company name</b> : _____</p> <p><b>Physical Address</b> : _____</p> <p>_____</p> <p><b>Telephone Number/s</b> : _____</p> <p><b>Fax number</b> : _____</p> <p>_____</p> <p><i>(The Health Technology Services reserves the right to inspect the premises).</i></p>	
<b>Clause G8.5</b>	<p>State if the Technician(s) are in the direct employ of the bidder or a subcontractor.</p>	
<b>Clause G8.6</b>	<p>The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.</p>	
<b>Clause G8.7</b>	<p>The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on.</p> <p><b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b></p>	
<b>Clause G8.8</b>	<p>The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment.</p>	
<b>Clause G9</b>	<p>The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put</p>	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
	into immediate operation. The cost of the starter pack must be included in the final bid price.	
<b>Clause G10</b>	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 <b>V.A.T.</b>	
<b>Clause G11</b>	Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days.	
<b>Clause G11.1</b>	The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held.	
<b>Clause G12</b>	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	
<b>Clause G13</b>	Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
<b>Clause G14</b>	<b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>	
<b>Clause G14.1</b>	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.	
<b>Clause G14.2</b>	Complete <b>ORIGINAL</b> Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which <b>MUST</b> include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and <b>PCB</b> Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.	
<b>Clause G14.3</b>	All the above Manuals must be properly bound in either a Book, File or CD form.	
<b>Clause G14.4</b>	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	
<b>Clause G15</b>	Does your Company have an after hour service back up facility.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the <b>ACCEPTANCE TEST</b> is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as <b>IEC 60601-1</b> and <b>60601-1-2</b> for Medical Equipment where the quoted equipment operates off an electrical supply.	
Clause G22	<b>All equipment, the installation and any alteration / additions must comply with:</b>	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro magnetic	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
	Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	<b>NB. HAZARDOUS SUBSTANCE ACT:</b>	
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	License No: _____
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will <u>not</u> be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical <b>experts</b> with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available within 14 days, or the bidder must take arrange for	



NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
	demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
<b>Clause G35</b>	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
<b>Clause G36</b>	<b>UPGRADEABILITY WHERE APPLICABLE:</b>	
<b>Clause G36.1</b>	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
<b>Clause G36.2</b>	The Bidder to state what hardware and software will be available, with costs and projected dates.	
<b>Clause G37</b>	<b>UPGRADE POLICY:</b>	
<b>Clause G37.1</b>	All future upgrades (hardware and software) involving <u>patient safety</u> must be offered at no additional cost.	
<b>Clause G37.2</b>	All future upgrades removing software viruses from existing software must be supplied at no cost.	
<b>Clause G37.3</b>	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
<b>Clause G38</b>	The Bidder must indicate the expected life of their offered unit and software in years.	

**SPECIFICATIONS**

**CLAUSE 1: GANTRY**

1.1 The system must have 64 Slices or more, producing 64 Slices or more per 360 degrees rotation

**BIDDER'S COMMENTS:**

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1.2 The unit must be low voltage slip-ring designed gantry technology.

**BIDDER'S COMMENTS:**

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1.3 The unit must support whole body CT Scanning.

**BIDDER'S COMMENTS:**

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1.4 The unit must have a minimum scan time of 0.4 second or less for 360 degrees rotation.

**BIDDER'S COMMENTS:**

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1.5 The unit must have a gantry aperture size of at least 700mm or larger.

**BIDDER'S COMMENTS:**

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1.6 Angulations must at least + 30degrees and - 30 degrees.

**BIDDER'S COMMENTS:**

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1.7 The Unit must be able to scan either head first or feet first.

**BIDDER'S COMMENTS:**

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1.8 The unit must have a minimum field of view at least 500mm or larger.

**BIDDER'S COMMENTS:**

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1.9 The unit must have control panels on either side (left and right) of table on the gantry to adjust gantry movements.

**BIDDER'S COMMENTS:**

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1.10 The system must have triple laser lights for accurate patient positioning at setup plane. (Accuracy of 1mm)

**BIDDER'S COMMENTS:**

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1.11 Control of gantry movements from operator console must be possible.

**BIDDER'S COMMENTS:**

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1.12 The system shall have an Intercom between gantry and operator console.

**BIDDER'S COMMENTS:**

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1.13 Electronic patient breathing instructions in multiple languages must be possible.

**BIDDER'S COMMENTS:**

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1.14 Emergency stop switches to be available on gantry as well as on the console.

**BIDDER'S COMMENTS:**

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**CLAUSE 2: PATIENT SUPPORT SYSTEM (PATIENT TABLE)**

2.1 Support patients 200kg or more.

**BIDDER'S COMMENTS:**

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2.2 Lowest table height must be 550mm or less

**BIDDER'S COMMENTS:**

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2.3 The table length must be 2 meters or more

**BIDDER'S COMMENTS:**

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2.4 Longitudinal tabletop travel must not be less than 1700mm for whole body coverage.

**BIDDER'S COMMENTS:**

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2.5 Must have motorized patient support movements (longitudinal and vertical movements)

**BIDDER'S COMMENTS:**

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2.6 A metal-free tabletop over scanner range allowing patient scanning without re-positioning patient must be provided.

**BIDDER'S COMMENTS:**

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2.7 Control of table movements from operator console and gantry must be available.

**BIDDER'S COMMENTS:**

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2.8 Motorized removal and re-indexing of table top without repositioning patient scanning for emergency access to patient must be available.

**BIDDER'S COMMENTS:**

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2.9 Patient positioning accessories required to perform the procedures specified, including headrest support, axial and coronal head rest support, table leg extender, security straps, infant immobiliser, arm support, knee support and immobilizing straps must be provided

**BIDDER'S COMMENTS:**

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2.10 Emergency override to enable manual removal of patients in case of power failure or emergency must be included

**BIDDER'S COMMENTS:**

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**CLAUSE 3: DETECTOR ACQUISITION SYSTEM**

3.1 Solid-state detector technology using low-dose and high resolution acquisitions.

**BIDDER'S COMMENTS:**

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3.2 Multi-slice detector technology for 64-slice acquisitions per 360 degree gantry rotation.

**BIDDER'S COMMENTS:**

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3.3 Multi-Slice detector with 1200 views per second sampling rates or better.

**BIDDER'S COMMENTS:**

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3.4 Pre-body collimator must be available.

**BIDDER'S COMMENTS:**

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3.5 The ability to select 64-slice acquisition with 0.6mm Slice thickness or thinner. State number of channels

**BIDDER'S COMMENTS:**

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3.6 All calibration and service phantoms with wall brackets must be included

**BIDDER'S COMMENTS:**

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**CLAUSE 4: X-RAY GENERATOR**

4.1 Modern high frequency generator allowing at least between 80kV to 135kV and 500mA or better.

**BIDDER'S COMMENTS:**

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4.2 To support at least 200 scans in 100 seconds using a 0.5 second scan time or better during the spiral scan mode.

**BIDDER'S COMMENTS:**

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4.3 The unit must be able to scan continuously a length of 1.7m high resolution without cooling time.

**BIDDER'S COMMENTS:**

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4.4 The unit must support repeat scanning with minimal wait time.

**BIDDER'S COMMENTS:**

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4.5 The unit must have at least 3 variable kV setting between 80kV (or less) and 135kV (or more).

**BIDDER'S COMMENTS:**

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4.6 The unit must have variable mA settings up to at least 500mA or better.

**BIDDER'S COMMENTS:**

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4.7 State maximum mA allowed for each kV.

**BIDDER'S COMMENTS:**

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4.8 Generator Power output of at least 60kW or higher.

State actual power output.

**BIDDER'S COMMENTS:**

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**CLAUSE 5: X-RAY TUBE**

5.1 The unit must have a high performance rotating anode tube with dual focal spot.

**BIDDER'S COMMENTS:**

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5.2 The unit must have a total Filtration of 3.5mm Al equivalent or greater.

**BIDDER'S COMMENTS:**

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5.3 Anode heat dissipation rate not less than 1300kHU/minute.

**BIDDER'S COMMENTS:**

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5.4 Cooling performance curves required.

**BIDDER'S COMMENTS:**

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5.5 The unit must have a heat storage capacity of at least 7MHU.

**BIDDER'S COMMENTS:**

5.6 Expected tube life. State in years and slices

**BIDDER'S COMMENTS:**

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## **CLAUSE 6: OPERATOR CONSOLE**

**6.1** The operator console must have a display and entry of patient data pre-planning

**BIDDER'S COMMENTS:**

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**6.2** The console must have comprehensive adult and paediatric anatomical programs/protocols.

**BIDDER'S COMMENTS:**

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**6.3** Must at least have 100 pre-programmed scan protocols required with option to add user defined protocols.

**BIDDER'S COMMENTS:**

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**6.4** One operator console and two independent post -processing workstations must be included in the bid.

The operator console to include a high speed computer which will support multi-tasking operation to allow simultaneous scanning reconstruction, viewing, archiving, processing and filming operation.

**BIDDER'S COMMENTS:**

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**6.5** Image review system must be able to display, analyze, process and manage acquired imaging data such as:

- Zoom
- Grey scale (colour display) adjustment
- Measurement of distance and angle
- Rotation
- Grid
- Annotation
- Cine display

Facilities must be available to perform basic CT examination of all parts of the body, including reconstruction, review and printing.



**BIDDER'S COMMENTS:**

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6.6 All post processing software must be available on all three workstations

**BIDDER'S COMMENTS:**

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6.7 Compatibility: To comply to DICOM 3 standards. Please provide DICOM 3 conformance statement.

**BIDDER'S COMMENTS:**

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6.8 On line storage: - To store at least 800 Tera Bytes uncompressed images of 512 x 512 images.

**BIDDER'S COMMENTS:**

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6.9 Archival storage by means of an DVD recording system must be provided

**BIDDER'S COMMENTS:**

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6.10 X-Ray tube heat loading display is required on console

**BIDDER'S COMMENTS:**

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6.11 Print facility to laser imager must be supported from all CT workstations.

**BIDDER'S COMMENTS:**

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6.12 Chairs: wheeled, height adjustable, swivel for the operators must be supplied. (Quantity 4)

**BIDDER'S COMMENTS:**

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6.13 All high end post processing software must be on both the CT console and Doctors console. (The user must be able to either configure the post processing software on CT console or Doctors console depending on workflow requirements.)

**BIDDER'S COMMENTS:**

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**CLAUSE 7: COMPUTER SYSTEM / RECONSTRUCTION**

7.1 At least a 512 x 512 reconstruction matrix is required.

Details of matrix sizes available to be stated

**BIDDER'S COMMENTS:**

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7.2 Real time reconstruction for scout-view required.

**BIDDER'S COMMENTS:**

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7.3 A 0.1 second or faster reconstruction time is required per 512 x 512 reconstructed image

**BIDDER'S COMMENTS:**

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7.4 3 - D re-construction must be possible

**BIDDER'S COMMENTS:**

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**CLAUSE 8: IMAGE STORAGE**

8.1 Large image archive to store raw scan-data of at least 1000 GB as well as reconstructed data required.  
State size

**BIDDER'S COMMENTS:**

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8.2 At least 3600 scan data sets are to be stored. State storage size.

**BIDDER'S COMMENTS:**

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8.3 The Unit must be able to burn images onto CD & DVD. (200 CDs must be included)

**BIDDER'S COMMENTS:**

### **CLAUSE 9: IMAGE VIEWING MODES**

9.1 Comprehensive image acquisition, viewing, processing and filming modes required must be provided and supported by the systems.

**BIDDER'S COMMENTS:**

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9.2 Noise reduction techniques must be available.

**BIDDER'S COMMENTS:**

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### **CLAUSE 10: SCAN MODES**

10.1 Scout-view mode for scan planning must be provided.

**BIDDER'S COMMENTS:**

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10.2 Single scan mode must be provided.

**BIDDER'S COMMENTS:**

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10.3 Scanning with serial reconstruction must be provided.

**BIDDER'S COMMENTS:**

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10.4 Scanning with parallel reconstruction must be provided.

**BIDDER'S COMMENTS:**

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10.5 Dynamic scan mode must be provided.

**BIDDER'S COMMENTS:**

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**CLAUSE 11: SPIRAL MODE PERFORMANCE**

11.1 Tilted spiral scan mode with 64 slice and other combination for thin 0,6mm slice acquisition being acquired per gantry rotation must be provided.

**BIDDER'S COMMENTS:**

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11.2 10 scan plans per scout view required.

**BIDDER'S COMMENTS:**

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11.3 The Unit must provide a variable pitch setting for spiral scanning mode.

**BIDDER'S COMMENTS:**

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11.4 Single spiral sequence must be provided.

**BIDDER'S COMMENTS:**

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11.5 Multiple spiral sequence must be provided.

**BIDDER'S COMMENTS:**

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11.6 Combined conventional and spiral sequence must be provided.

**BIDDER'S COMMENTS:**

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11.7 Tilted spiral mode must be possible.

**BIDDER'S COMMENTS:**

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11.8 Real time reconstruction and display of images during the spiral mode must be provided at a viewing rate of at 16 images per second or better.

**BIDDER'S COMMENTS:**

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11.9 For accurate contrast examinations, a bolus-timing / tracking package must be included.

**BIDDER'S COMMENTS:**

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11.10 Isotropic volume imaging is required. State voxel sizes used for isotropic volume imaging.

**BIDDER'S COMMENTS:**

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11.11 Standard mode spatial resolution of 15 lp/cm at cut-off or better is required.

State high contrast spatial resolution in line pairs per cm.

**BIDDER'S COMMENTS:**

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11.12 High-resolution mode spatial resolution of 21 lp/cm at cut-off or better is required.

State high contrast spatial resolution in line pairs per cm.

**BIDDER'S COMMENTS:**

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11.13 4.0mm at 0.3% low-contrast resolution must be possible at 90mAs, 10mm slice thickness, 120kV.

State resolution and scan technique used to obtain measurement. "

**BIDDER'S COMMENTS:**

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11.15 International CATPHAN performance phantom must be provided for measurements. Supply details used for measurements.

**BIDDER'S COMMENTS:**

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**CLAUSE 12: DOSE REDUCTION TECHNIQUE**

12.1 Current dose reduction techniques used during patient scanning to reduce the total applied patient dose must be included.

**BIDDER'S COMMENTS:**

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12.2 The applied patient dose must be quantified and displayed on the operators console for the patient examination.

**BIDDER'S COMMENTS:**

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12.3 Bidders must include current dose reduction technology specifically to the following:

- Gantry design.
- Choice of scan-times available.
- Detector design
- Use of 64 x 0.6mm (or smaller) imaging techniques.
- Slice profile used
- Real-time exposure control during scanning
- Variable pitch settings
- Beam collimation and X-ray tube filtration
- Adult and paediatric scanning exposure techniques/protocols.
- Carbon fibre patient support tabletop attenuation
- Accurate contrast timing.
- Real-time spiral scanning display
- Calculated dose display on operators console monitor.
- Software image quality correction that allows reconstructed images to be improved without having to rescan the patient with additional scans or scans with a higher applied dose.
- For shoulders and pelvis with streak reduction techniques
- Posterior fossa with image fusion techniques.
- Abdomen with motion detection techniques.

**BIDDER'S COMMENTS:**

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12.4 Any other techniques must be detailed.

**BIDDER'S COMMENTS:**

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12.5 Supporting documentation indicating applied dose reduction must be included.

**BIDDER'S COMMENTS:**

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**CLAUSE 13: DICOM 3 COMPATIBILITY**

13.1 The CT Scanner must support image & data linkage via network including all additional workstations and to laser camera. All DICOM software must be included in the cost. It must have the ability to be easily linked to any PACS and RIS system. It must have ability to be linked to ADSL/ISDN line or any other tele-radiology system

**BIDDER'S COMMENTS:**

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13.2 All hardware & software relating to DICOM compatibility, including licences, must be supplied.

**BIDDER'S COMMENTS:**

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13.3 The Laser camera to support DICOM compatible printing on 35 x 43 cm Laser film.

**BIDDER'S COMMENTS:**

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13.4 Links to additional workstation and Laser camera systems is required through DICOM compatibility.

**BIDDER'S COMMENTS:**

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13.5 DICOM Conformance statements on the various service classes per modality to be provided.

**BIDDER'S COMMENTS:**

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**CLAUSE 14: THREE INDEPENDENT WORKSTATIONS ( One for Doctors reporting and two for operators control rooms)**

14.1 A WINDOWS Operating computer system is required with at least 4 GB RAM, 800 GB hard drive, network card, suitable graphics card and at least a 48cm flat panel LCD monitor (supporting at least 3 Megapixel resolution) is required.

**BIDDER'S COMMENTS:**

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14.2 Provide modern user-interface with high speed-processing and storage facilities as per operators console.

**BIDDER'S COMMENTS:**

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14.3 2D, 3D, surface rendering, volume rendering, image sculpting, Maximum Intensity Projections, Minimum Intensity Projections, MPR and curved MPR and other image processing tools must be supported by system.

**BIDDER'S COMMENTS:**

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14.4 All post processing software must be available on all workstations.

**BIDDER'S COMMENTS:**

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14.5 Image manipulation and arithmetic must be available

**BIDDER'S COMMENTS:**

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14.6 Archival storage using TIFF, JPEG, DICOM or similar format by means of a DVD must be included. (200 discs must be included)."

**BIDDER'S COMMENTS:**

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14.7 Print facility to laser imager must be supported.

**BIDDER'S COMMENTS:**

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**CLAUSE 15: DICOM COMPATIBLE LASER CAMERA**

15.1 DICOM Compatible networked laser camera must be provided.( 455 DPI or better, for printing on 35 x 43cm film size is required).

**BIDDER'S COMMENTS:**

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15.2 35 x 43cm laser film to be used

**BIDDER'S COMMENTS:**

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15.3 Daylight loading film magazines to be used

**BIDDER'S COMMENTS:**

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15.4 Linkage via network to additional workstation & CT Console must be provided.

**BIDDER'S COMMENTS:**

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15.5 At least 100 films per hour printing to be possible

**BIDDER'S COMMENTS:**

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15.6 Laser printing using dry printing technology required. Details of the unit to be offered.

**BIDDER'S COMMENTS:**

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15.7 35 x 43 cm film to be included in the bid price and delivered with the unit (500 sheets)

**BIDDER'S COMMENTS:**

15.8 UPS support must be included with at least 20 minutes back – up.

**BIDDER'S COMMENTS:**

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15.9 All necessary hardware, software and licences must be included.

**BIDDER'S COMMENTS:**

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**CLAUSE 16: SOFTWARE PACKAGES AND CLINICAL APPLICATIONS**

16.1 All packages required to perform the clinical applications as listed in SECTIONS 10.11 and 12. must be included.

**BIDDER'S COMMENTS:**

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16.2 All inclusive Vascular, Oncology and orthopedic clinical applications must be standard and included in the package. All other clinical applications as per list below must be available, however these must be quoted as optional:

- Virtual colonoscopy package with CO2 insufflator.
- CT Fluoroscopy for drainages, FNA biopsies, etc. is required, including the ability to interactively change table height, longitudinal table position and gantry angulation on remote hand control with ceiling mounted LCD monitor.
- Brain perfusion package.
- Cardiac package including patient monitor, ECG gated scanning, ECG gated reconstruction and full ventricle and coronary evaluation software.
- Neuro DSA software with total bone removal software.

16.3 Any clinical application not listed in 6.2. but is offered by the manufacturer, must be quoted separately as an option.

**BIDDER'S COMMENTS:**

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**CLAUSE 17: CT CONTRAST INJECTOR**

17.1 A modern dual head microprocessor controlled contrast injector is required for use with disposable syringes and will be used for all contrast enhanced examinations including cardiac and bolus chasing. (Please supply 200 units of each of the Consumables i.e. Syringes, Connecting Tubes, Y- Adaptor Tube with Dual check valve)

**BIDDER'S COMMENTS:**

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17.2 The consumables for the injector mentioned above must readily available in South Africa

**BIDDER'S COMMENTS:**

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**CLAUSE 18: ON-LINE UPS PROTECTION**

18.1 All computer systems supplied must have UPS protection with at least 20 minutes backup.

**BIDDER'S COMMENTS:**

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**CLAUSE 19: SUPPORTING DOCUMENTATION**

- Sales licence issued in terms of Hazardous Substance Act must be submitted.
- All supporting documentation as requested in the various sections to be included.
- All original system brochures, product specifications and application notes to be supplied.
- DICOM 3 conformance statements to be included.

**BIDDER'S COMMENTS:**

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**CLAUSE 20: CUSTOMER SUPPORT DETAILS**

20.1 The application training for radiologists and radiographers by a fully trained application specialist to include at least the following:

- CV of trainer to be supplied with the bid.
- An initial period of at least one week to be included patient scanning of multiple clinical problems.
- At least 4X 1week follow up periods during the first 12 months.
- Training in the specialized packages to be provided (in addition to the above training) Training schedule to be included. **(to be discussed with End User)"**

**BIDDER'S COMMENTS:**

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**CLAUSE 21: STANDARDS AND SAFETY**

CLAUSE 21	STANDARDS AND SAFETY:	COMPLIANT (yes/no)	COMMENTS
21.1	Should be FDA or CE approved product		
21.2	Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450		
21.3	The equipment/system must be approved and licensed by the Directorate Radiation Control of DoH: South Africa		
21.4	A copy of a valid license issued in terms of the Hazardous Substance Act, Act No 15 of 1973 must be submitted with the tender. Failure to submit such a valid license may result in a tender not being considered.		
21.5	Acceptance testing must be performed as part of the installation. (Failure to do will lead to failure to pay)		
21.7	Lead Glass window to be installed as per room requirement		
21.8	Safety aspects of Radiation dosage leakage should be spelt out		

**CLAUSE 22: TRAINING**

22.1 On-site training on all new equipment to be included in the pricing schedule.

22.2 On-site training must be undertaken to ensure the correct application of the unit. Minimum of 2 x 1 week required. Discuss with end user.

22.3 After equipment installation, an application specialist must demonstrate and train all staff on all aspects of the equipment

22.4 Follow-up training, with the application specialist, after a specified usage period must be provided at no additional cost. Adequate notification of the scheduled date(s) of this training shall be provided to ensure that all pertinent staff will be able to attend

22.5 The successful bidder must provide the Health Technology Service's in house Technicians, a demonstration of the product offered, **full training** in the calibration, maintenance, service and repair of the product down to PCB Level.

**N.B.** The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.

**BIDDER'S COMMENTS:**

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**CLAUSE 23: UPGRADEABILITY**

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

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

**BIDDER'S COMMENTS:**

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**CLAUSE 24: MANUALS AND BROCHURES**

**The successful bidder must include in their offer at no extra cost to the final bid price:**

- i) Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language
- ii) Complete **ORIGINAL** Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which **MUST** include the following information:

Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and **PCB** Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.

**The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer**

**FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.**

**BIDDER'S COMMENTS:**

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**FULLY COMPREHENSIVE SERVICE AGREEMENT**

- a) The bidder must state the number of services per annum that are required for the equipment offered as per the manufacturer's recommendations.
- b) The bidder must state the cost (inclusive of vat) of each service per unit.
- c) The bidder must include all costs (inclusive of vat) i.e. labour, travelling, mileage, spare parts, service kits, breakdowns and all call outs that is required for the servicing of each unit. **(The bidder must attach on a separate annexure detailing the cost of each of the above.)**
- d) The bidder must attach proof of the number of services as per the manufacturer's recommendation.
- e) The bidder must submit a draft maintenance and service agreement with their bid.
- f) The bidder must complete the schedule below.

Activity	Cost of Activity

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_







**DETAILED TECHNICAL SPECIFICATION**

**GENERAL INFORMATION REQUIRED**

***FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER***

Make: \_\_\_\_\_

Model Number / Part Number for: \_\_\_\_\_

Country of Origin \_\_\_\_\_

Final Bid / Quotation Price inclusive of V.A.T. \_\_\_\_\_

The Bid Price must be firm for 180 Days \_\_\_\_\_

Local (KwaZulu-Natal) Agent \_\_\_\_\_

Delivery Period \_\_\_\_\_

R S A Import Permit Holder \_\_\_\_\_

BIDDER \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_  
(PLEASE PRINT)

**BILL OF QUANTITIES: THE SUPPLY AND DELIVERY OF 1 X 64 SLICE COMPUTERISED TOMOGRAPHY SCANNER SYSTEM (NO. RAD 14) FOR PRINCE MSHIYENI HOSPITAL**

**BIDDERS MUST ENSURE THAT BUILDING ALTERATIONS ARE SUBCONTRACTED TO LOCAL SUPPLIERS WITHIN THE DISTRICT**

<b>CONTRACT No. ZNB 9023/2023-H</b>				
<b>GENERIC ELECTRICAL/MECHANICAL/STRUCTURAL REQUIREMENTS FOR ALL EQUIPMENT INSTALLATION</b>				
<b>NOTES TO CONTRACTORS/TENDERERS:-</b>				
<p>All items to be priced fully inclusive of all charges e.g labour, scaffolding, materials, profit, etc., but excluding Value Added Tax.</p> <p>Contractors are warned that the institution is fully functional and occupied.</p> <p>The Administration reserves the right to negotiate prices in the Bill of Quantities.</p> <p>All rubble and redundant equipment shall be removed from the institution's property by the contractor as soon as is practically possible.</p> <p>All equipment and materials used in this contract shall be that which is specified or other approved. Other approved shall mean prior to submission of tender.</p> <p>The Contractor is advised to examine the drawings and to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be allowed on the grounds of ignorance of the conditions under which the work will be executed.</p> <p>Contractors are advised that the mechanical and electrical contractors will run concurrently with the structural contract and are requested to work in consultation with the appointed contractors in this regard.</p> <p>All work shall be carried out according to the Department of Health's Standard Preambles to all Trade, the OHS Act, National Building Code of Practices and Regulations and the SANS 10142-1 Code of Practice for the Wiring of Premises as well as the National Building Regulations.</p> <p>All quantities are provisional and shall be remeasured after completion of the works and prior to the submission of any invoices for work done by the Contractor.</p>				



	<b><u>ELECTRICAL / MECHANICAL WORKS</u></b>				
1	Isolate, disconnect and remove existing light fittings and redundant X-Ray machine DB	Item			
2	Supply and install ILM/SFC/RCE/258 fluorescent fitting complete with electronic ballast and lamps or other approved for ceilings other than suspended ceilings OR see 3 below.	No			
3	Supply and install ILM/DNL/CNV/60W incandescent light fitting complete electronic ballast and lamps or other approved for ceilings where drop-in fittings are required (suspended ceilings)	No			
4	Supply and install ILM/DNL/CNV/60W incandescent light fitting complete with globes or other approved.	No			
	<u>Distribution Boards supplied and installed in position complete with all switchgear, bus-bar work, terminal wiring, lacing, labelling, warning notices, tested and commissioned as specified and shown on the drawings. At least 30% free space must be allowed for future expansion. <b>The Project Leader shall approve design of all Distribution Boards prior to manufacture.</b></u>				
5	Supply and install and connect new X-ray DB as per spec. DB shall be positioned behind the protective cubical in the most convenient position that will not impede the staff in any way.	No			
6	Supply and install labelling to conform to DOH Policy Document on the Design of Electrical Installations.	Item			
7	Supply and install Emergency Push Stop/Twist release button on cubicle wall at 1600mm A.F.F.L as indicated on drawing including wiring to new X-Ray DB	Item			
8	Supply and install PVC Trunking 100x100mm with covers. Allow for bends, elbows etc. Grey in colour.	m			
9	Supply and install medium duty (76.2x36mm) galvanised cable tray in ceiling space if required. Cable tray shall be bonded to X-Ray DB board using 4mm PVC earth wire and approved lugs suitably crimped.	m			
10	Supply and install 2 lever plus rotary type dimmer switch for incandescent bulkhead light fittings in X-Ray room including tubing and wiring between light fittings, switches and DB. Incandescent fitting above cubicle shall NOT be dimmable. All toggles on light switches shall be RED in colour.	No			
11	Supply and install Xpelair GX 9 Extractor fan and suitable and approved ducting to exterior of building or other approved for X-Ray room	No			
12	Supply and install a SANS approved _____ BTU mid wall reverse cycle air-conditioning unit complete with piping etc. in a position approved by the Project Leader.	No			



	<b>BUILDING WORKS</b>				
1	Remove existing floor covering	m2			
2	Remove existing ___ x ___ mm splayed cement skirting	m			
3	Remove timber framed lead lined cubicle +/- 1,8m high	Item			
4	Remove and brick up door opening in 230mm thick wall making good surfaces ready for painting.	m2			
5	Remove existing stainless steel sink and glazed wall tiles including cutting and sealing off all water supply and drainage.	Item			
6	Remove existing ceiling and supporting framework.	m2			
7	Remove existing machine floor mounted rail.	m			
8	Brick up opening typing new brickwork to existing with galvanised hoop iron ties every 5th course. Plaster and prepare for painting.	m2			
9	Cut openings into existing 230mm walls size 250 x 150mm and build in new 203mm x 133mm x 25kg Structural steel beams making good exposed and damaged brickwork. No 3 beams required.	m			
10	P1000X 2500mm long white powder coated Unitruts bolted in 3 places to underside of beams with 12mm HT bolts with Nylock nuts.	No			
11	OWAcoustic Brillianto A Premium biologically absorbable mineral wool ceiling tiles, NRC - 0.90, CAC - 30dB, Fire classification A2-s1, d0, weight - 3.5 kg/m <sup>2</sup> , size 1200 x 600x 15mm with Square-edge and white fleece finish, laid on fire rated OWAconstruct S3 exposed demountable T24 suspension system, comprising galvanised main tees and cross tees with main tees suspended by means of galvanised hangers at centres not exceeding 1200mm, and all installed to manufacturer's instructions.	m2			
12	OWAconstruct Shadowline W-trim, plugged and screwed at centres not exceeding 200mm.	m			
13	Cut into existing floor for new cable ducting trench size: 350mm wide x 250mm deep x 1500mm long. Concrete in base and sides.	m2			
14	4mm Pavelite screed to floor.	m2			
15	Polyflor Palettone PUR 2mm thick x 2m wide fully flexible PVC sheet flooring with monolayer and homogeneous construction, non-directional design and PUR reinforcement on screeded floors installed as per the manufacturer's instructions or similar upon approval by DOH only. Colour to be determined on site.	m2			
16	Polyflor MC210C vinyl skirting including PC20 cove fillet	m			

	<b><u>BUILDING WORKS</u></b>				
17	Clean floor by washing using a neutral detergent with machine scrubbing, wet vacuumed and well rinsed, once dry apply two coats of a matt sealer Proflor HM (Mepol HM) as per the manufacturer's instructions.	m2			
18	Supply, fit and connect to existing services new "Vaal Sola 510" medical wash hand basin including suitable chrome basin waste and chrome bottle trap (No PVC)	No			
19	Elbow action Medical Mixer tap as "Cobra" 515/055H-21	No			
20	300 x300 matt white glazed tiles as splashback with PVC edge trim above basin.	m <sup>2</sup>			
21	One undercoat and two finishing coats washable acrylic PVA paint on walls with minimum 7 year guarantee including all necessary preparatory work to walls as stated by the manufacturer.	m <sup>2</sup>			
22	One undercoat and two finishing coats washable acrylic PVA paint on ceilings with minimum 7 year guarantee including all necessary preparatory work to ceilings as stated by the manufacturer.	m2			
23	Sand down existing doors and frames, prime, undercoat and two coats of non-drip enamel paint.	m2			
24	Supply and install new lead lined protective cubicle with counter and cassette storage rack. Fit lead glass 600 x 400 x 2.2mm thick	No			
25	Grade 304 stainless steel sliding door cladding 1200mm high x 1,6mm thick glued to door or with stainless steel counter sunk screws at 500mm c/c. Cladding returned on reveals.	m <sup>2</sup>			
26	Grade 304 stainless steel wall edge protectors 76mm x76mm x1200mm high x1,6mm thick glued to wall or with stainless steel counter sunk screws at 500mm c/c.	No			
27	Built in new lead lined speech grill size ___x ___mm	No			
28	Supply and fit 1500 x 2200 18mm particle board with 2.2mm thick lead infill sheet including priming and painting with non-drip enamel paint	No			
29	Supply and fit new X-Ray entrance sliding door size 1830 x 2032 x 40mm. Complete with new heavy duty sliding door track, four door stoppers.2mm lead insert between panels. Door to cover 100mm over each side.	No			
30	18mm Melamine faced Bison Dura V313 cupboard with 32mm post formed formica worktop with intermediate shelf. Silicone sealant against wall. Unit size : ___ x ___mm	No			
31	18MM Melamine faced Bison Dura V313cupboard with 32mm post formed formica worktop with intermediate shelf. Silicone sealant against wall. Unit size 1500 x 600	No			





	<b>FINAL SUMMARY</b>			
1	Preliminaries and General			
2	Electrical/Mechanical Works			
3	Building Works			
	<b>Sub-Total 1</b>			
	ADD: Contingency at 10%			
	<b>Sub-Total 2</b>			
	ADD: VAT at 15%			
	<b>FINAL TOTAL</b> <b>PRINCE MSHIYENI HOSPITAL</b>			

## SECTION K: SPECIAL CONDITIONS OF CONTRACT (SCC)

**Note:** The special conditions of contract referred as (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the special conditions of contract are in conflict with the General Conditions of Contract, the special conditions of contract (SCC) shall prevail.

### 1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

- 1.1. **“Accounting Officer”**: means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
- 1.2. **“Contract Duration”**: means the period between the commencement and termination of the contract.
- 1.3. **“Confidential Information”**: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, 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 contractor or service provider in the performance of the contract.
- 1.4. **“Department”**: means the KwaZulu-Natal Department of Health.
- 1.5. **“Head of Department”**: means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
- 1.6. **“Health Facilities”**: means Head Office, District Offices, Hospitals, Community Health Centres, Specialized centres and Clinics under the auspices of the Department of Health in the Province.
- 1.7. **“ISO Standards”**: means standards recognized by International Standard Organisation
- 1.8. **“Parties”**: means the KwaZulu-Natal Department of Health and Contractor or Service provider
- 1.9. **“Province”**: means the Province of KwaZulu-Natal.
- 1.10. **“ROE”**: means the Rate of Exchange.
- 1.11. **“SABS”**: means the South African Bureau of Standards.
- 1.12. **“SANS”**: means the South African National Standards.
- 1.13. **“Vendor”**: means **Contracted Supplier or Service Provider**

## 2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to “goods” includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

### **3. ACCEPTANCE OF A BID**

- 3.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 3.2 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.

### **4. CERTIFICATE OF COMPLIANCE**

- 4.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) 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. 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.
- 4.2 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.
- 4.3.1 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 or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 4.3.2 Bidders must state the Radiation Control License number of the make and model of the Equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a license in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The license must be registered under the bidders name or the letter of Joint Venture must be submitted by the License holder where the license is not in the name of the bidder.
- 4.3.3 If more than one item of equipment is offered, bidders must submit the Radiation Control License for each item of equipment that is offered in the bid. The make, model and license number of the various items offered in the bid must be highlighted on the Radiation Control License.
- 4.3.4 The Technician(s) must be the original equipment manufacturer trained to deal with the service, repair and calibration of the equipment offered in the bid. NB: Proof of original equipment manufacturer training must be submitted with the bid offer.

### **5. COMPLIANCE WITH SPECIFICATION**

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

## **6. PERFORMANCE STANDARDS**

- 6.1 In amplification of paragraph 4 of the GCC, the preferred bidder shall supply the goods in accordance with performance standards set by the Department below:
- 6.1.2 The items to be supplied must meet all the general clauses and technical clauses as per specification issued for the tender. Failure to comply will lead to the award being cancelled.
- 6.1.3 Items to come with a 24-month warranty to be included in the offer.
- 6.1.4 Failure to comply with minimum specification or incorrect response will mean the contract be cancelled with no risk of financial loss to the department.

## **7 QUALITY CONTROL /TESTING OF PRODUCTS AND GUARANTEE**

- 7.1 The Department and/or Institution reserves the right to have any product tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.
- 7.2 If it is discovered that the product supplied is not in accordance with the specification the following will occur:
  - i. Testing charges will be for the account of Contractor.;
  - ii. Possible cancellation of the contract with Contractor.;
  - iii. Reporting such negligence to the Provincial and National Treasury for listing on the Restricted Suppliers Database.
- 7.3 All goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Department, as this is a change to the conditions of the contract.
- 7.4 Should the Department, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of Contractor or otherwise, which will be to the Department's advantage, such variation or alteration shall be performed to the Department's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Department and Contractor. The variation shall comply with thresholds as prescribed by National Treasury regulations.
- 7.5 Contractor shall not be relieved of its obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods supplied by the reason of no objection having been taken thereto by the Department's Representative at the time the goods were delivered.
- 7.6 Contractor 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. Contractor, 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 Department's specifications) or from any act or omission of Contractor., that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.

- 7.7 This warranty shall remain valid for (24) 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.
- 7.8 The Department shall promptly notify Contractor in writing of any claims arising under this warranty. Contractor shall immediately remedy the said defect free of cost to the Department. Should Contractor delay remedial work in excess of time stipulated by the Department's representative, the Department may have such remedial work executed at Contractor expense. Should the Department decide that the defect is such that it cannot be remedied, the goods may be rejected, such rejected goods shall be held at the risk and expense of Contractor and shall, on request of the Department, be removed by Contractor immediately on receipt of notification of rejection. Contractor shall be responsible for any loss the Department may sustain by reason of such action as the Department may take, in terms of this clause.
- 7.9 The risk in respect of the goods purchased by the Department under the contract shall remain with Contractor, until such goods have been delivered to the Department.
- 7.10 The principle feature of the goods is described in the Specification, but the Specification does not purport to indicate every detail of supply, of Goods necessary to meet the requirements. Omission from the Specification of reference to any part or parts shall not relieve Contractor of their responsibility for carrying out the supply of goods as required under the Contract.
- 7.11 If any dispute arises between the Department and Contractor, in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## **8. EQUAL BIDS**

- 8.1 During the submission of price quotations, the equal bids and criteria for breaking deadlock in scoring will be as follows:
- 8.1.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 8.1..2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **9. LATE BIDS**

- 9.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.
- 9.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

## **10. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 10.1 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.
- 10.2 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.
- 10.3 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'.

## **11. ONLY ONE OFFER RECEIVED**

- 11.1 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.

## **12. AWARD OF BID (S)**

- 12.1 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 stipulated price page failing which they will be disqualified.
- 12.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 12.3 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200. 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 parties, using service level agreement or Standard Bidding Document for formal contracts.

## **13. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 13.1 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.
- 13.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

## **14. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- 14.1 The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.”
- 14.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”
- 14.3 If a bidder is found to be employed by the state, through the verification from Central Supplier Database (CSD) Registration Report or Department of Public Service and Administration (DPSA) verification system, the bid will be immediately disqualified. If it is discovered that the winning or contracted bidder is employed by the state through other Computer Assisted Audit Technics (CAATS), the award or contract may be immediately terminated.

## **15 TRUST, CONSORTIUM OR JOINT VENTURE**

- 15.1 To ensure compliance with SCM prescripts, a Trust, Consortium or Joint Venture must submit a consolidated Specific Goals for every separate bid. No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award. For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.
- 15.2 A separate B-BBEE Certificate or Sworn Affidavit will be required from each company participating in the awarded Trust, Consortium or Joint Venture during the formal contract stage.
- 15.3 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.4 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.

## **16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 16.1 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.

## **17. CHANGE OF ADDRESS**

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



## **18. DELIVERY, MARKING AND PACKAGING**

- 18.1 Basis of delivery of products must be made in accordance with the instruction appearing on the official Order form. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 18.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.
- 18.3 In respect of goods and services awarded, the Contractors must adhere strictly to the delivery periods stipulated in the bid document or as agreed with the Department. In case of delays in the supplier's performance, the supplier must inform the department or institution of such delays and comply with conditions as stipulated on the GCC. Should the Contractor fail to supply the goods within the time stated in its bid, or within the extended time allowed to them, the department reserves the right, to cancel the contract and purchase the goods elsewhere and the Contractor shall refund to the department any extra cost incurred over and above the contract price.
- 18.4 All deliveries must take place from Monday to Friday between 08h00 and 14h00. In emergency cases, the department reserves the right to request the successful bidder/s to urgently effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 18.5 Order details must be presented upon delivery on delivery notes. Deliveries not complying with the order form, specifications or samples submitted, will be returned to the Contractor at the Contractor's expense. Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Department. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 18.6 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Department. It is the Contractor's responsibility to off load the delivery vehicle. Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.
- 18.7 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
- 18.8 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
- a) Name of the manufacturer/supplier;
  - b) Description of item;
  - c) Item number code/catalogue number;
  - d) Date of manufacture;
  - e) Product expiry date;
  - f) Batch No.;
  - g) Lot No.

18.9 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 or health standards that is prescribed.

18.10 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.

## **19 PERIOD OF CONTRACT**

19.1 Once-off.

## **20 INVOICES AND PAYMENTS**

20.1 All invoices must be submitted in the original format.

20.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

20.3 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.

20.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.

20.5 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. Where discounts or rebates received by the Department, the Contractor to provide credit note.

20.6 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 Logistics and Accounts Payable;
- (ii) If there is no response from Logistics and Accounts Payable, the Finance Manager and the Chief Executive Officer of the institution must be contacted.
- (iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services

supplying the following details:

- a) Name/s of person/s contacted at the Institution and dates; and
- b) Details of outstanding account.
- c) The Chief Director: Accounting Services will then take the appropriate action.

20.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

## 21. STATEMENT OF SUPPLIES AND SERVICES

21.1 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 per each institution, order number, catalogue number, quantity delivered and invoice amount all inclusive.

21.2 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:

- i) **SUPPLIER MEASURES**
  - Delivery period adherence
  - Quality adherence

Note: This information will be submitted at the expense of the Contractor.

## 22. FIRM PRICES AND ESCALATIONS

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

22.2 In respect of rates of exchange, it is mandatory that bidders take forward cover upon award of the contract, for the contract period, with a recognized Financial Institution. Proof of this forward cover must be submitted to the contract management unit upon signing of the contract. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

## 23. VALUE ADDED TAX (VAT)

23.1 All bid prices must be inclusive of all applicable taxes.

23.2 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.

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

23.4 It is compulsory for bidders to be tax compliant, in the event that they are awarded the bid. Bidders must be tax compliant at time of award, upon placing of orders and during the contract period. Failure to be tax

compliant or tax affairs not being in order will result in the disqualification of the bidder or cancellation of the contract or order.

## **24. ENTERING OF HOSPITAL/CLINIC STORES**

24.1 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 or delegated official.

## **25. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

25.1 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.

25.2 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.

## **26 IRREGULARITIES**

26.1 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.

## **27 UNSATISFACTORY PERFORMANCE**

27.1 In amplification of, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

1. The institution shall warn the Contractor by registered/certified mail or email 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:

Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

2. When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

3. Treasury Regulation 16A9.2 specifies that "The accounting officer or accounting authority –

(a) may disregard the bid of any bidder if that bidder, or any of its directors –

(i) have abused the institution's supply chain management system

(ii) have committed fraud or any other improper conduct in relation to such system; or

(iii) have failed to perform on any previous contract

**4. In the event that the awarded bidder fails to perform as per the contract conditions, the bidder shall be registered on the Departmental defaulters register and may be deemed failing to perform as per contract and therefore future bids disregarded.**

## **28 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 Department by registered mail or email. 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.
- f) The table below illustrates the restriction period that will be applicable per the award threshold:

## **29 CONTRACTOR'S LIABILITY**

- 29.1 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.
- 29.2 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.

## **30 RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 30.1 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.

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

30.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate.

### **31. PATENTS**

31.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

### **32 WAIVER**

32.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

32.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

### **33 SUSPENSION**

33.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

33.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

33.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

### **34 BREACH**

34.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

34.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

- 34.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or
- 34.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.
- 34.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.
- 34.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.
- 34.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:
- 34.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.
- 34.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
- 34.7.3 Claim damages suffered, as limited under this Contract.

## **35. PREFERENCES**

- 35.1 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 Contract and Bid.

## **36. SEVERABILITY**

- 36.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

## **37. EXPORT LICENSES**

37.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:

37.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;

37.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **38 INSURANCE**

38.1 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.

38.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

38.3 The Department and the Contractor must ensure that the insurance remains in force throughout the contract period.

38.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days, if this was not a mandatory requirement.

## **39. ESTIMATED QUANTITIES**

39.1 The Department is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. Should there be quantities reflected in the bid forms these will be estimated figures and no guarantee is given or implied as to the actual quantity which will be ordered.

## **40. EXTENTION OF CONTRACT**

40.1 This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the Departmental SCM Policy and delegations.

40.2 Further extension of the contract, authority will be granted by Head of Department: Health, subject to he provisions of National Treasury regulations and instruction notes.

## **41. CESSION OF CONTRACT**

41.1 Cession refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party. In commercial contracts, the main right involved is the right to be paid for services rendered. While the appointed bidder remains the service provider that continues to render the



services, the service provider may cede (transfer) its right to be paid for the services it rendered in terms of the contract to a third party. This means that the service provider renders the services to an organ of state, while the organ of state pays for the services rendered to a third party instead, most commonly, a financial institution.

41.2 Cession will only be permissible once approval from the Accounting Officer.

## **42. CONTRACT AMENDMENTS / VARIATIONS**

42.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on “**Contract Amendments/Variations Register**”. This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

42.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

42.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

## **43. SAMPLES**

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

43.2 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.

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

43.4 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.

43.5 Representative samples will not be accepted.

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

43.7 Samples must be clearly marked: Item number:

i. Brand Name

- ii. Name of the Company
- iii. Bid number
- iv. Name of the manufacturer/supplier
- v. Description of item
- vi. Date of manufacture

43.8 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.**

#### **44. INTELLECTUAL PROPERTY**

44.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

#### **45. INSOLVENCY**

45.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.

45.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

#### **46. DISPUTE RESOLUTION**

46.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### 47. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicilia citandi et executandi as follows :

##### The Department Physical and Postal Address:

Department Name	The Kwa Zulu- Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

##### The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- 47.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 47.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- 47.3 Any notice to a party:
- 47.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7<sup>th</sup> (seventh) day after posting unless the contrary is proved);
- 47.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or
- 47.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

**SECTION L: COMPULSORY SITE INSPECTION CERTIFICATE**

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

Site/building/institution involved: **PRINCE MSHIYENI HOSPITAL**

Bid No: **ZNB 9023/2023-H**

Goods/ Services: **SUPPLY AND DELIVERY OF 1 X 64 SLICE COMPUTERISED TOMOGRAPHY SCANNER SYSTEM (NO. RAD 14): ONCE-OFF NUMBER: 999952U4810800**

\*\*\*\*\*

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

ON BEHALF OF.....

ATTENDED THE COMPULSORY SITE INSPECTION HELD ON:**05/07/2023.@13:00AM**

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

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

**DATE:** .....

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

.....  
**DEPARTMENTAL STAMP:**

**DATE:** .....

## SECTION M: EVALUATION CRITERIA

The Department will evaluate bids received before the closing date and time using Three (3) phases, these are peremptory requirements, should the bidder fail to comply, the bid will be regarded as non-responsive and be disqualified, namely:

Phase 1: Administration, Compulsory and Mandatory Requirements

Phase 2: Technical Evaluation

Phase 3: Price and Preference Points

### Phase 1: Administration, Compulsory and Mandatory Requirements

REQUIREMENTS	RETURNABLE	MANDATORY FOR APPLICATION EVALUATION PURPOSES FOR PHASES 1 AND 2	FOR OFFICIAL USE ONLY		
			YES	NO	N/A
<b>1. Prospective bidder to ensure that the following Sections of the bid document must be completed in full and in all respects to Qualify for the next stage of evaluation:</b>					
Section A: Invitation To Bid (SBD1)	Yes	Phase 1			
Section B: Special Instructions And Notices To Bidders Regarding The Completion Of Bidding Forms	No	No			
Section C: Authority To Sign A Bid	Yes	Yes			
Section D: Bidder's Disclosure (SBD 4)	Yes				
Section E: The National Industrial Participation Programme (SBD 5)	Yes	Phase 1			
Section F: Declaration That Information On Central Supplier Database Is Correct And Up To Date (To Be Completed By Bidder)	Yes	Phase 1			
Section G: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022: SBD6.1	Yes	Phase 1			
Section H: Record Of Amendments To Bid Documents	No	Phase 1			
Section I: General Conditions Of Contract (GCC)	Yes	Phase 1			
Section J: Specification	Yes	Phase 1			
Section K: Special Conditions Of Contract (SCC)	Yes	Phase 1			
Section L: Compulsory Site Inspection Certificate	Yes	Yes			

REQUIREMENTS	RETURNABLE	MANDATORY FOR APPLICATION EVALUATION PURPOSES FOR PHASES 1 AND 2	FOR OFFICIAL USE ONLY		
			YES	NO	N/A
Section N: Pricing Schedule	Yes	Yes			
<b>2. Prospective Bidders MUST provide the following as Mandatory Requirements: Main Contractor</b>					
2.1 Consortium/Joint Venture/Partnership agreement, if applicable	Yes, if applicable	Yes, if applicable			
2.2 Letter of undertaking if the bidder is not the manufacturer of the item or confirmation if the bidder is the manufacturer of the item	Yes	Yes			
2.3 Descriptive literature, pamphlets and or brochures, scientific literature (literature review and articles)	Yes	Yes			
2.4. Certified copy of Radiation Control Licence	Yes	Yes			
2.5 South African Health Products Regulatory Authority (SAPHRA)	Yes	Yes			
<b>3. Prospective bidder must provide the following as requirements</b>					
<p>B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency;</p> <p>Or</p> <p>A duly completed Sworn Affidavit, signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the day, month and year on which the annual total revenue is based on and the level of black ownership that is claimed;</p> <p>or</p> <p>A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE,</p> <p><b>Note:</b></p> <p>i. Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted,</p> <p>ii. A trust, consortium, or joint venture (including</p>	Yes	Will only be Required from awarded service provider during Contract Management phase			

REQUIREMENTS	RETURNABLE	MANDATORY FOR APPLICATION EVALUATION PURPOSES FOR PHASES 1 AND 2	FOR OFFICIAL USE ONLY		
			YES	NO	N/A
unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate. iii. The B-BBEE certificate or sworn affidavit will be required from service provider, during signing of contract not as					

### Phase 2: Technical Evaluation

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

If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit should be readily available within 14 working days, or the bidder must make arrangements for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.

**Note: The bidder who fails to comply with Technical Evaluation will be treated as non-responsive; therefore will not progress to the next stage of evaluation**

### Phase 3: Price and Preference Points

The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Points for this bid shall be awarded for:

Price; and

Specific Goals

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and must not exceed</b>	<b>100</b>

The Department has identified the following specific goal:

- full points(20 points) to companies who are at least 51% Owned by Black People

Ownership verification will be conducted through Central Suppliers (CSD) Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC). Bidders must submit CSD report and CIPC

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

The Department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.



**SECTION N: PRICING SCHEDULE**

Name of bidder.....	Bid number: <b>ZNB 9023/2023-H</b>
Closing Time <b>11:00</b>	Closing Date: <b>19/07/2023</b>

**DESCRIPTION: ZNB9023/2023-H: THE SUPPLY AND DELIVERY OF 1 X 64 COMPUTERISED TOMOGRAPHY SCANNER SYSTEM (NO. RAD 14) FOR PRINCE MSHIYENI HOSPITAL: ONCE-OFF**

**ITEM NUMBER: 999952U4810800**

<p><b>1) UNIT PRICE IN RSA CURRENCY TO INCLUDE:</b></p> <ul style="list-style-type: none"> <li>➤ (ALL APPLICABLE TAXES INCLUDED)</li> <li>➤ (INCLUSIVE OF 24 MONTHS GUARANTEE, INSTALLATION, TRAINING, COMMISSIONING, AND STIPULATED COMPULSORY ACCESSORIES)</li> </ul>	<p>R_____</p> <p>AMOUNT IN WORDS.....</p> <p>.....</p>
<p><b>2) FIVE YEAR MAINTENANCE &amp; SERVICE AGREEMENT:</b></p> <ul style="list-style-type: none"> <li>➤ (5 YEAR MAINTENANCE AGREEMENT WHICH TAKES EFFECT POST 24 MONTHS GUARANTEE)</li> <li>➤ (BIDDERS TO SUPPLY A BREAKDOWN OF THE FULLY COMPREHENSIVE MAINTENANCE SERVICE AGREEMENT(AS PER ANNEXURE A)</li> </ul>	<p>R_____</p> <p>AMOUNT IN WORDS.....</p> <p>.....</p>
<p><b>3) CARRIED OVER FROM BILL OF QUANTITIES (BOQ)</b></p> <p><b>FINAL TOTAL:</b></p> <p><b>(ALL APPLICABLE TAXES INCLUDED)</b></p>	<p>R_____</p> <p>AMOUNT IN WORDS.....</p> <p>.....</p>
<p><b>4)TOTAL BID PRICE FOR ONE X 64 SLICE COMPUTERISED TOMOGRAPHY SCANNER SYSTEM (NO. RAD 14) INCLUDING DELIVERY IN RSA CURRENCY:</b></p> <p><b>(TOTAL BID PRICE = UNIT PRICE + FULLY COMPREHENSIVE MAINTENANCE &amp; SERVICE AGREEMENT AND BOQ. TOTAL OF 1, 2 and 3 )</b></p> <p><b>(ALL APPLICABLE TAXES INCLUDED)</b></p>	<p>R_____</p> <p>AMOUNT IN WORDS.....</p> <p>.....</p>

- Required by: **PRINCE MSHIYENI HOSPITAL**
- Country of origin: .....
- Delivery Period: .....

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

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