

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	INVITATION TO BID	Page 1 of 4

BID NUMBER	GT/GDH/036/2026
BID DESCRIPTION	THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTION FOR A PERIOD OF THREE YEARS

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS

BRIEFING SESSION	Y ☒ N ☐	SESSION COMPULSORY	Y ☒ N ☐
		SESSION HIGHLY RECOMMENDED	Y ☐ N ☐
BRIEFING VENUE	Gauteng Department of Health, 45 commissioner street, Lifestyle center Auditorium (Training Center).	DATE	30 OCTOBER 2026
TIME	10:00		
COMPULSORY SITE INSPECTION	Y ☐ N ☒	DATE	N/A
TIME	N/A		
SITE INSPECTION ADDRESS	N/A		

TERM AGREEMENT CALLED FOR?	Y ☒ N ☐	TERM DURATION	THREE YEARS
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CLOSING DATE	13 NOVEMBER 2026	CLOSING TIME	11:00
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TENDER BOX LOCATION
Gauteng Department of Health, 45 commissioner street, Life center Building(NB: All tenders must be handed over at the tender admin box from 8:00 to 16:00 during the week (Monday to Friday))

NOTES

THE TENDER BOX IS OPEN

Gauteng Department of Health, 45 commissioner street, Life center Building (NB: All tenders must be handed over at the tender admin box from 8:00 to 16:00 during the week (Monday to Friday))

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.



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PART A INVITATION TO BID

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



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TENDER DOCUMENTS CAN BE OBTAINED FROM: <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>
OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CONTACT PERSON	Tressah Mathebula/ Khotso Matsoso
TELEPHONE NUMBER	N/A
FACSIMILE	N/A
E-MAIL ADDRESS	Tressah.Mathebula@gauteng.gov.za / Khotso.matsoso@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CONTACT PERSON	Prof. Raymond Campbell
TELEPHONE NUMBER	N/A
FACSIMILE	N/A
E-MAIL ADDRESS	ra_campbell2003@yahoo.com



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.

By signing this form, you consent to your personal information to be processed by the Gauteng Department of Health and consent is effective immediately and will remain effective until such consent is withdrawn.

APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF BIDS

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Health's (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (INSERT FULL NAME AND SURNAME) with Identity Number _____, in my personal capacity or acting on behalf of _____
_____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1;
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

10. With my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at this day of 20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



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INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



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INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.



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INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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	POINT SYSTEM	Page 1 of 1

BID NUMBER	GT/GDH/036/2026	CLOSING DATE	13 NOVEMBER 2026
VALIDITY OF BID	120 Days	CLOSING TIME	11:00

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	☐
The applicable preference point system for this tender is the 80/20 preference point system.	☒
Either the 90/10 or 80/20 preference point system will be applicable in this tender	☐

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y	☒	N	☐	SERVICE BASED	Y	☒	N	☐	VALUE BASED	Y	☒	N	☐
VALUE BASED	Y	☒	N	☐										
QUANTITY BASED	Y	☒	N	☐										
TERM BASED	Y	☒	N	☐										

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Compulsory Briefing Session	Page 1 of 1

COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

BID NUMBER	GT/GDH/036/2026		
BID DESCRIPTION	THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.		
CLOSING DATE	13 NOVEMBER 2026	CLOSING TIME	11:00

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH						
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS						
BRIEFING SESSION	Y	☒	N	☐	DATE	30 OCTOBER 2026	TIME 10:00
VENUE	Gauteng Department of Health- Head office 45 commissioner street, Life Centre Building, Auditorium (Training Center), Marshall-town Johannesburg 2001						

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
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FULL COMPANY NAME	
--------------------------	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

END USER STAMP

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?

YES	☐	NO	☐
------------	--------------------------	-----------	--------------------------

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

Full Name	Identity Number	Name of State Institution

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

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	BIDDER'S DISCLOSURE	Page: 2 of 3

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	
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2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 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.

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

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	BIDDER'S DISCLOSURE	Page: 3 of 3

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.
- 3.7 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 the Bidder	



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EVALUATION METHODOLOGY PROCESS

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EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPFA)

STAGE 1

[illegible]

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.



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EVALUATION METHODOLOGY PROCESS

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STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	80
Preference Points (Specific Goals)	20
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	80/20

1. Price: SBD 3.2 and Annexure B (Pricing Schedule)	80
2. SPECIFIC GOAL: The Promotion of the enterprise in the Gauteng province for work to be done or services to be rendered in the Gauteng Province. (Municipal account/Affidavit /Lease agreement – must be in the name of the enterprise. NB: Municipal account must not be older than 3 months).	20

3.	
4.	

5.	
6.	

7.	
8.	

9.	
10.	

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**



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EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



SPECIAL CONDITION OF CONTRACT GT/GDH/036/2026: THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF UROLOGY SUITES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

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ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
EME:	Exempted Micro Enterprise
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
POPIA:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
QSE:	Qualifying Small Enterprises
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SAHPRA:	South African Health Product Regulatory Authority
SANS:	South African National Standard
SCC:	Special Conditions of Contract
VAT:	Value- Added Tax
ISO:	International Organization for Standardization



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2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subjected to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1 of 1999. The general conditions are available on the National Treasury website (www.treasury.gov.za).

2.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

2.3 Applicable legal prescripts:

- a. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 OF 2000)
- e. Preferential Procurement Regulations, 2022
- f. Open Tender Framework, 2019
- g. Gauteng Finance Management Supplementary Amendment Act, 2019 (Act No. 6 of 2019)
- h. Protection of Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Protection of Personal Information Act, 2013 (Act No. 4 of 2013)



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2.4 Applicable National Quality Standards:

- a. Compliance with South African Health Products Regulatory Authority (SAHPRA).
- b. IEC 60601/60601-1-2 Compliance for electrical safety, essential performance and electromagnetic interference.
- c. ISO 13485 Compliance for Quality Management Systems.

NOTE: Should there be any updated version of any stated regulations or standard in this document, the updated version shall be applicable in practice.

3. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file/envelope in the format as per Table 1 below.

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	Section 1: Technical Proposal of the tender All the documents included in Section 1 must be read, duly completed, signed where applicable and submitted. Product information documents (e.g., catalogues, operating manuals, instruction leaflets, etc.), in English language. 1. SBD 01: Invitation to Bid 2. SBD 4: Bidders Disclosure 3. Quality Standards Certifications: Products supplied to the Gauteng Department of Health must conform to the quality standards required. The bidders must submit the following certifications together with the bid documents before the closing date and time of the bid: 3.1 Valid copy of license issued by South African Health Products Regulatory Authority (SAHPRA), authorising the bidders' company to manufacture, import or export, or act as a wholesaler to wholesale and /or distribute medical devices.



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NB: The department reserves a right to verify validity of the SAHPRA licence submitted. Should it be discovered that the information submitted is misrepresented or misleading, the bid will be disqualified.

3.2 IEC 60601/60601-1-2 Compliance for electrical safety, essential performance and electromagnetic interference.

3.3 ISO 13485 Compliance for Quality Management Systems.

4. Product Brochure and/or Technical Data Sheets:

- a. Bidders must submit the fully comprehensive product brochures and a copy of the technical data sheets that include the technical specifications.

5. A Valid Commitment Letter:

If the bidder is not the original product manufacturer, a copy of the valid commitment letter from the original product manufacturer, reseller or wholesale supplier that authorizes the bidder to resell the product.

Or

If the bidder is a Manufacturer (not sourcing products from another company), a valid commitment letter to be submitted stating that products will be produced and distributed from own facility should be attached.

6. Compulsory Briefing Session Certificate

The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified. The bidders must sign the Briefing Session Attendance Register. Minutes of all proceedings during the compulsory briefing session shall be recorded. Bidders must submit the completed and signed briefing session certificate issued at the briefing session with the bid documents before the closing date.



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	7. Other required documents a. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing. b. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). c. If a bidder signs the SBD forms as the owner of the company, bidder must submit proof of ownership (CIPC/Shareholder certificate) or a signed authorization letter on the letter head authorizing the delegate to sign on behalf of the company. d. Bidder to submit completed and signed GPG Integrity Pact for Businesses form.
Part 2	All other supporting documents of proof required for the compliance with specifications: a. Bidder's must have an established service and repair facility in the province of Gauteng and must be available at regional level. If the service is sub-contracted to a local agent, a signed copy of the letter of appointment and acceptance must be submitted with this bid / quotation. The name, area in Gauteng, address and telephone number/s of the service department must be provided. (Proof of residence must be provided) b. State the details of reference sites where same equipment is currently in operation in RSA or elsewhere since 2000: (Name of Institution / Contact Person / Telephone number / Fax number / E-mail address) c. State if the SANAS accredited Inspection Bodies are directly employed by the bidder. Details are stated in supporting documents provided. d. The bidders are required to submit a valid copy of the Registration as an importer with the South African Revenue Service (SARS). e. Completed Technical specifications Annexure A.



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Part 3	Section 2: Financial Proposal of the tender. Bidder to submit fully completed price schedule Annexure B, SBD 3.2 and SBD 6.1 for preference point claim. Hereunder listed for submission with bid documents: 1. Completed and signed SBD 3.2: Price schedule 2. Annexure B: Price schedule 3. SBD 6.1: Preference point claim
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4. THE PURPOSE

The purpose of this tender is to appoint a service provider for the supply, delivery, installation, commissioning, and maintenance of Urology Suites for Gauteng Department of Health institutions for a period of three years.

5. THE BACKGROUND

Urology is one of the surgical specialities in the field of medicine. It focuses on conditions that affect the female and male urinary tract. Urologists also treat medical conditions that affect male reproductive organs. Professionals in this speciality encounter a wide range of clinical issues therefore they must possess knowledge on gynaecology, internal medicine, and paediatrics. Urologists can specialize in paediatric urology, urologic oncology, renal transplantation, male infertility, urinary tract stones, female urology, or neurology. Various instruments are used in the diagnosis, treatment, and management of urological conditions.

6. THE PRODUCTS SPECIFICATIONS

- a. The bidders must refer to the attached **Annexure A:**
The supply, delivery, installation, commissioning and maintenance of Urology Suites for Gauteng Department of Health institutions. The bidders must complete the Tender Specification as follows:

The Bidder must complete the Tender specification as follows:

- b. The original Tender Specification must be submitted.

The Tender Specification in MS Excel format that is attached as an Annexure must be completed and submitted with the bid documents.

- c. Each response to the line item will be verified in the brochures, technical data sheets/user and technical manuals submitted by the bidders. Should the information required not be stated in the brochures/technical data sheets/user technical manuals the bidder should then supply a supporting document from the manufacturer to verify the response.



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- d. The bidders must refer to Annexure A to indicate the compliance with the tender specification.

7. EVALUATION METHODOLOGY

The evaluation of bids will be in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2022 (PPR) and GDoH SCM Policy. The evaluation of the bids will consist of a two-stage process as per the PPR, 2022.

- a. The first stage of the evaluation of bids will consist of the Compulsory Administrative Compliance and Technical Evaluation.
- b. The second stage of evaluation will consist of the Preference Points System on the 80/20 preference point system, where 20 points are allocated for specific goals and 80 points for price only.

STAGE 1A: MANDATORY ADMINISTRATIVE RESPONSIVENESS

All bids received will be subjected to a mandatory administrative responsiveness in line with the below requirements. This phase is not scored and any bidder who fails to comply with the mandatory requirements shall consider the bid unresponsive and shall be disqualified.

Table. 2 Mandatory requirements:

ITEM NO:	MANDATORY DOCUMENTS (REQUIREMENTS)
1.	SBD 1: Invitation to Bid (complete and sign)
2.	SBD 4: Bidder's Disclosure (complete and sign)
3.	Quality Standards Certifications: Products supplied to the Gauteng Department of Health must conform to the quality standards and international device regulations. The bidders must submit the following certificates together with the bid documents: Valid copy of license issued by South African Health Products Regulatory Authority (SAHPRA), authorising the bidders' company to manufacture, import or export, or act as a wholesaler to wholesale and /or distribute medical devices. NB: The department reserves a right to verify validity of the SAHPRA licence submitted. Should it be discovered that the information submitted is misrepresented or misleading, the bid will be disqualified.



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4.	Product Brochure and/or Technical Data Sheets: a. Bidders must submit the fully comprehensive product brochures and/or a copy of the technical data sheets that include technical specifications.
5.	Compulsory Briefing Session certificate The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified. The bidders must sign the Briefing Session Attendance Register. Minutes of all proceedings during the compulsory briefing session shall be recorded. Bidders must submit the completed and signed briefing session certificate issued at the briefing session with the bid documents before the closing date.
6.	A Valid Commitment Letter: If the bidder is not the original product manufacturer, a copy of the valid commitment letter from the original product manufacturer, reseller or wholesale supplier that authorizes the bidder to resell the product. Or If the bidder is a Manufacturer (not sourcing products from another company), a valid commitment letter to be submitted stating that products will be produced and distributed from own facility should be attached.
7.	Bidder to submit completed and signed GPG Integrity Pact for Businesses form.

If a bidder does not meet the requirements stated above the bid will be disqualified

STAGE 1B: TECHNICAL EVALUATION

Only bidders who have complied with Compulsory Mandatory Administrative Responsiveness Evaluation Stage 1A will be evaluated for the Technical Evaluation.

Bidders must observe and refer to the tender specifications for the supply, delivery, installation, commissioning, and maintenance of Urology Suites for Gauteng Department of Health institutions (**Annexure A**).



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If a bidder does not meet the technical specifications requirements, their bid will be disqualified.

Bidders must note that submitted brochures and/or technical data sheets will be evaluated against the technical specifications of Urology Suites (See attached **Annexure A**)

The evaluation shall be conducted as follows:

- a. The Product Specification in **MS Excel** format that is attached (Annexure-A) must be completed and submitted in its original format.
- b. Bidders will score a weighting of '2' for meeting all specification requirements per line item. Where a bid is non-compliant with the specifications of that line item the bid will be scored '0'.
- c. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column D.
- d. In the case where a bidder indicated 'No' in column 'D' and an equivalent or better option is provided, bidders must type 'Yes' on column E. Details of the equivalent/better option must be provided on column F. Bidders must note that where an equivalent or better option is provided, a weighting of '2' will be allocated in that line item.
- e. Bidder to provide reference to brochure (provide page number) / technical data sheet / Any applicable supporting documents on column G.

If a bidder does not meet the minimum threshold requirements, the bid will be disqualified. (Bidders must refer to Annexure A)

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the previous stages of evaluation will be considered for the price and preference points evaluation.

The bids will be evaluated according to the 80/20 system, which is applicable to bids with a Rand value of less than R50 million (all applicable taxes included), where a maximum of 80 points will be allocated for price and a maximum of 20 will be allocated for specific goals.

Bidders are required to submit the following to be evaluated:

- Completed and signed SBD 3.2 Non-firm prices (Goods)
- Completed Annexure-B for pricing schedule and
- Completed and signed SBD 6.1 For Preference points claim. Additionally, bidders must submit the supporting evidence enlisted on the table below to claim points for specific goals.



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Table 3. The maximum points for this tender are allocated as follows

PRICE AND SPECIFIC GOAL REQUIREMENTS	POINTS	DOCUMENTARY PROOF
POINTS FOR PRICE	80	SBD 3.2 and Annexure B (Pricing Schedule)
POINTS FOR SPECIFIC GOAL Promotion of South African owned enterprises	20	1. Bidder must submit valid copy of the lease agreement or Municipal bill or Sworn Affidavit. Submitted evidence must be in the name of bidder. 2. Municipal account must not be older than three months.
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	

Failure by the bidder not to submit proof or documentation required in terms of this tender as stated on Table 3, will forfeit preference points for specific goals.

The GDoH reserves the right, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding specific goals, in any manner required.

8. SPECIAL CONDITIONS

8.1 Licenses:

- All electro-medical devices must be approved and licensed by NDoH Directorate: Radiation Control/SAHPRA.
- The SAHPRA licence must be registered under the bidder's name.
- The successful bidder must submit the installation and user license application form (RC Dealer Form) of the equipment to Radiation Control Directorate.
- The successful bidder must ensure that the required Acceptance Tests are performed immediately after installation.
- The successful bidder must submit the acceptance test results to Radiation Control, to facilitate approval for functionality of the unit by the user.
- The bidder must be prepared to provide a reference where the same equipment has been installed in South Africa for demonstration, when requested.
- The cost of the starter pack and all essential accessories that must be supplied so that the unit can be put into immediate operation, must be included in the bid price.
- The successful bidder must grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to the equipment offered.



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- i. The successful bidder must grant licenses and access to third party supplier (for example PACS), as per written agreement at no extra cost, for connectivity of their systems to replace (loan) equipment.

8.2 Power Supply:

- a. The successful bidder must verify that adequate electrical power supply is available for the optimal functionality of the equipment.
- b. If electrical power supply is found not to be adequate, then an upgrade that meets our Certificate of Compliance must be provided by the successful bidder.
- c. The power input must be 220-240V, 50Hz AC offered, where applicable. Bidders must ensure that the product quoted for is fitted appropriately with 15 Amp SABS approved mains plug that is held together by screws or sealed.
- d. A single phase in / out power supply must be offered, where applicable also stating the operating Amps and Watts of the equipment.
- e. A three phase in / out power supply must be offered, where applicable also stating the operating Amps and Watts of the equipment.
- f. The internal power supply of the system must have an integrated voltage stabilizer.
- g. The equipment tendered for must not overload and trip the hospital power in the area where it is installed. Resettable overcurrent breaker/s must be fitted for protection.
- h. The mains cable of the unit tendered for must be SABS colour coded.
- i. The equipment quoted for must be in compliance with electrical safety, essential performance and electromagnetic interference (IEC 60601/IEC 60601-1-2). Details of measures that will be taken to protect the unit against electromagnetic interference.
- j. Maintenance free batteries must be offered.
- k. UPS of suitable rating conforming to IS-302 must be supplied for the machine.
- l. Appropriate air conditioning to be installed in the room as per the South African National Standard (SANS) to maintain constant optimum temperature for correct operation of the equipment.
- m. Bidders must inspect the site for installation and must quote for any building alterations that needs to be made to accommodate the equipment offered. Bidders will be responsible for all building, air conditioning, electrical, mechanical, and plumbing alterations in accordance with the end-user specifications. A comprehensive plan should be presented to the Facility Management Unit at the Institution who will in turn obtain the necessary approvals prior to commencement of actual work.
- n. Lead glass window as per Radiation Board equipment and room requirements
- o. Wall mounted bracket/s to accommodate the hangers for heavy duty lead aprons.



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- p. The following will be completed within 12-24 weeks after receiving purchase order:
 - 1) Project management principles must be adhered to and the sequence to be discussed and agreed with the end-user.
 - 2) GANTT Chart of the project must be provided to the end-user stating the following:
 - i. Delivery of the equipment to the institution.
 - ii. Finalise the building alterations. (More importantly should be completed prior to commencement of new equipment installation)
 - iii. Installation and commissioning of the equipment.
- q. The successful bidder shall provide documentation to describe the pre-installation and installation requirements.
- r. The successful bidder is required to provide equipment layout and electrical drawings in brochure form.
- s. The staff of the successful bidder shall be available for consultation and to attend installation planning meetings throughout the entire installation process of the system.
- t. The successful bidder must do a pre-installation survey and notify the health institution of any gaps affecting the installation of the equipment.
- u. The successful bidder shall provide any recommendations and solutions to identified installation gaps.
- v. The successful bidder shall provide any recommendations and solutions to identified installation gaps.
- w. Provide separate market related price quotation for building alterations prior to installation of the equipment.

8.2.1 Radiation Protection:

All QC Test Tools for basic testing of the applicable Systems must be provided. Details must be stated.

8.2.2 Air Conditioning:

- a. Bidder must include any air conditioning that is considered necessary for optimal functioning of the unit. Any such air conditioning must be covered by the guarantee offered on the unit and servicing of the air conditioning units for the guarantee period and must be included in the tender price.
- b. The **air Conditioner service must also be included in the 3-year guarantee / warranty and the further 7-year maintenance contract** (including the replacement of the air conditioning system if necessary).
- c. Part payments will be provided by the institution as and when services/maintenance is conducted by the successful bidder.



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8.2.3 Technology:

- a. No product or part thereof shall be second hand or refurbished.
- b. The equipment offered must be of the latest model, top of range and with the latest software version and package - state the model, range, and version as well as the date of initial manufacture.
- c. The end-user must be informed if there is a newer model of the same equipment that will be launched within the stipulated time frame of 12-24 weeks. If so, then the newer model to be launched must replace the current model in this tender.
- d. The bidder must be able to upgrade the software at no cost during the life span of the equipment.
- e. The bidder must guarantee that no additional equipment, parts or software, excluding consumables, will be required for the successful operation of the equipment quoted. A starter pack of all essential accessories must be supplied so that the unit can be put into immediate operation.

8.2.4 Manuals and documentation:

- a. The bidders must submit an original hard copy as well as an electronic copy of all the brochures as follows:
 - 1) The original Brochure printouts and pdf format in English.
 - 2) The marketing brochure as well as the technical product data sheets in English.
 - 3) The technical product data sheets must be fully comprehensive with the full technical specifications of the equipment and all the accessories, including the full details of the brand, model, and clear technical specifications.
 - 4) The successful bidders must submit the complete service / repair and user manual book in English as follows:
- b. Original manuals must be supplied.
The service / repair and user manual book must include the following information:
 - 1) Fault finding guide.
 - 2) Circuit diagrams / schematics
 - 3) Circuit descriptions and PCB layouts
 - 4) Calibration guide
 - 5) Part numbers and exploded diagram of mechanical parts / panels
- c. Memory stick of the manuals and documentation in English must be supplied.
The following must be submitted in English:
 - 1) Complete operator /user manuals
 - 2) DICOM conformance statements
 - 3) HIS and RIS/PACS conformance statements



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- 4) Quality assurance manuals
- 5) Service manuals with full maintenance procedures, parts lists, system diagrams and electrical, mechanical, and pneumatic schematics.
- 6) Logbook with instructions for daily, weekly, monthly, and quarterly maintenance checklists.
- d. Certificate of calibration and inspection from factory.
The bidder shall provide updates and revisions of the manuals at no extra charge for the lifetime of the equipment.

8.3 TENDER PRICE

- a. The tender price must be clearly broken down into all the items that are included and the prices per item. All bidders must indicate whether an optional item in a brochure is required to meet the specification and if it is included in the tender price. The breakdown of the prices also assists if part payments must be made.
- b. The following prices must be submitted and indicated separately:
 - 1) A detailed quotation that indicates what items are included and showing the breakdown of prices.
 - 2) The three-year warranty must be included in the unit price of the equipment. The purchase pricing schedule must be completed in full.
 - 3) The tender price must specify the standard items included in the equipment offered as well as the optional items not included. The bidder must clearly distinguish the cost of the standard and the optional items in the pricing schedule.
 - 4) The price of the unit.
 - 5) The warranty of three years.
 - 6) The maintenance plan of seven years.
 - 7) The service costs.:
 - i. Rate per hour
 - ii. Rate per km
 - iii. Travelling time
 - 8) The training requirements.
 - 9) The required building alterations.
 - 10) The required consumables to operate the equipment.



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8.4 WARRANTY, MAINTENANCE AND SERVICES SPECIFICATIONS

- a. The three-year warranty will commence after formal acceptance and handover of the equipment.
- b. The warranty must include services performed on all the equipment in the tender document.
- c. The bidder must state the number of services that will be provided during and up to the end of the warranty period. The recommended number of scheduled services and QC tests per annum must be included during and up until the end of the warranty period and all costs related to the provisions of such service/s will be for the bidder's account.
- d. Scheduled Services by Technical Staff and Annual QC tests by Inspection Bodies, must be performed during normal working hours, from 08h00 to 17h00 during weekdays.
- e. Bidders must supply a three-year warranty against poor workmanship and latent defects and parts, as follows:
 - f. The warranty must include all materials used and all workmanship.
 - g. All software updates must be included in the warranty at no extra costs.
 - h. Spares and traveling time cost to be included in the warranty. Spares should be available within three to five working days.
 - i. A callout and backup service for urgent and emergency service requests must be available daily for 24 hours and be included in the warranty. The response time must be within two hours for urgent and an hour for emergency. Bidder must provide an after sales 24 hours / 7 days a week support and service (including weekends and public holidays). Bidder to provide a letter head with an emergency contacts details in case of a break down.
 - j. The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services - HOD of Radiography / Radiology / Medical Physicist before commissioning the equipment at the respective hospital / institution.
 - k. The equipment will only be accepted after the commissioning and approval for use by Radiation Control of the equipment to be ready for the first patient.
 - l. Software changes to the equipment that are corrective in nature and initiated due to software errors, regulatory requirements, or safety reasons, shall be delivered, and installed at no charge for the life of the equipment.
 - m. Bidder's must have an established service and repair facility in the province of Gauteng and must be available at regional level. If the service is sub-contracted to a local agent, a signed copy of the letter of appointment and acceptance must be submitted with this bid / quotation.



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- n. The name, area in Gauteng, address and telephone number/s of the service department must be provided. (Proof of residence must be provided)
- o. State the details of reference sites where same equipment is currently in operation in RSA or elsewhere since 2000: (Name of Institution / Contact Person / Telephone number / Fax number / E-mail address)
- p. State if the SANAS accredited Inspection Bodies are directly employed by the bidder. Details are stated in supporting documents provided.
- q. If movable equipment is taken away to the service and repair facility for repair and maintenance during the warranty and maintenance periods, a loan set must be supplied for use by the institution.
- r. If the equipment bided for is irreparable during the warranty period, it must be replaced, and the institution be furnished with new equipment.
- s. Up-Time is defined as follows: 24/7; i.e. 365 days times 24 hours = 8760 Hours. A down time of 2% relates to 175 hours per annum.
- t. The up time of the unit must comply as follows:
 - 1) The up time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. State up-time. The percentage lower than 98% will be added to the warranty period.
 - 2) A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up time is less than 98%.
 - 3) The seven year all inclusive, fully comprehensive preventative maintenance, service and repair contract will commence after the three-year warranty period has expired.
- u. Bidders must supply an all-inclusive, fully comprehensive seven-year preventative maintenance, service, and repair contract on all equipment, as follows:
 - 1) This contract would cover, but not be limited to the following: labour, travelling, accommodation, service, and maintenance.
 - 2) Specify the total cost per year and the cumulative cost for the seven-year all-inclusive service contract.
 - 3) The seven-year maintenance plan must also include all quality checks and quality assurance requirements (including Annual QA-tests by SANAS accredited inspection bodies) and all required calibrations.
 - 4) All software updates must be included in the seven-year maintenance plan at no extra costs.
- v. A Technical Report outlining the functional status of each unit must be submitted to the Head of the Department of the respective institution /Clinical Engineer on an annual basis. (Not to be confused with Annual QC Test Results issued by the Inspection Bodies)
- w. All required calibrations must be done after every service.
- x. **For every repair, service and maintenance and all other services (upgrades, updates, etcetera) a job card must be furnished.**



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- y. Bidders to state lifespan and end of support date of the equipment offered.
- z. This software must be upgradable for the lifespan period of the equipment.
- aa. Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.
- bb. Spare part kits should specify all spare parts that will be included and stored on bidder site.
- cc. The successful bidder must notify the Hospital in advance of any service calls to be made on site, and relevant staff may choose to be present while the service work is performed.
- dd. Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of equipment quoted on must be made available and a dedicated workshop must be arranged. The Department has the right to visit and validate the workshop.

8.5 COMMISSIONING OF THE EQUIPMENT

The equipment and accessories ordered shall be delivered, installed, tested, and commissioned at bidder's expense prior to acceptance.

8.5.1 User and Technical Training:

- a. Upon commissioning the system, the application specialist must be immediately available to provide the training of staff.
- b. On-site training on all new equipment to be included in the price.
- c. General equipment's training for three working days per week for the first two weeks. The training sessions must be provided on site on the operation of the equipment at no additional cost to the final bid price to ensure the correct application of the unit. State the training that will be provided and by whom.
- d. Optional training for two days for clinical engineers, medical physicist and IT specialists must be provided.
- e. The application specialist must provide repetitive and refresher training for one day every six months for the duration of the warranty and maintenance, as requested by the users in order to demonstrate and train all staff on all aspects of the equipment.
- f. Quality Control training for two days must be provided by the supplier's technician / Inspection Body is mandatory within the first year and must be included in the tender price. (not included in other training)
- g. All other further training must be available on request. State details.



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8.6 USE OF FLUID CORRECTING SUBSTANCES

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.

8.7 CESSION

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organisation without the prior written approval of the other party.

8.8 PAYMENT TERMS

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPG Electronic Invoice Submission and Tracking.

8.9 LINES OF COMMUNICATION AND REPORTING

The appointed Service Provider will be required to report to the designated GDoH official located at the Facilities Unit, who will be introduced to the successful Service Provider on appointment.

8.10 THE CONDITIONS OF THE BID AWARD

- a. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- b. Bidders are required to register on the National Treasury Central Supplier Database.
- c. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- d. The Gauteng Department of Health reserves the right to award this tender in full.
- e. The Gauteng Department of Health reserves the right to award or not to award the tender.
- f. The Gauteng Department of Health reserves the right to award the same item to more than one bidder to address product availability.
- g. The successful bidder must be tax compliant at the awarding of the tender.



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8.11 TRAVEL

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on “rendered on site” at the Gauteng Department of Health Central Office.

8.12 COUNTER CONDITIONS

Bidders’ attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

8.13 FRONTING

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

8.14 CONTRACT PERIOD

The contract period shall be for a period of three (3) years.

8.15 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

- a. Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.
- b. The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- c. A contracted supplier must inform the Department of Health within 7 days of any changes of address, name, or banking details.



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8.16 THIRD PARTIES

- a. Participating authorities will not make a payment to or consult regarding orders with a third party.
- b. No third party is entitled to put an account on hold.

8.17 COMPULSORY BRIEFING SESSION CERTIFICATE

The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the compulsory briefing session the bidder shall be regarded as non-responsive and will be disqualified. The bidders must sign the Briefing Session Attendance Register. Minutes of all proceedings during the compulsory briefing session shall be recorded. Bidders must submit the completed and signed briefing session certificate issued at the briefing session with the bid documents before the closing date.

8.18 VALIDITY

Bids are held to be valid for a period of one hundred and twenty (120) days after the closing date.

8.19 PRICE ADJUSTMENT PERIODS

Contract Price Adjustment shall be applied on an annual basis at the anniversary of the commencement date of the contract. The successful supplier shall apply in writing and supported by documentary proof to GDOH within 30 days of any Price adjustment, whether ROE or CPI.

8.20 POST AWARD REPORTING

Historical Data:

All successful bidders are required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:
Gauteng Department of Health, Directorate: Acquisition and Contract Management

8.21 BID DOCUMENTS AND TECHNICAL ENQUIRES:

Technical enquiries contact:

E-mail: Professor R. Campbell

racampbell2003@yahoo.com

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1	SCOPE OF UROLOGY TABLE:					
1.1	Urology surgical table with fluoroscopy	2				
1.2	This specification establishes the requirements for a FIXED FLATPANEL DIGITAL RADIOGRAPHIC/FLUOROSCOPIC examination UNIT with Digital X-ray Flat Panel Detector system for Diagnostic and Therapeutic Intervention in Urology	2				
1.3	The unit is required for diagnostic and therapeutic intervention in Urology, particularly in (but not limited to) the following areas of application:	2				
1.3.1	X-ray diagnosis of the urinary tract	2				
1.3.2	Transurethral procedures, e.g. ureterorenoscopy (URS), double-J stent insertion, cystoscopy, transurethral resection of bladder tumour (TURB), transurethral resection of prostate (TURP)	2				
1.3.3	Fluoroscopic control during endo-urological procedures (including cystoscopy and ureterorenoscopy)	2				
1.3.4	Urological paediatric procedures must be possible	2				
1.3.5	Ultrasound imaging system including curvilinear, small parts probe, transrectal probe, Transvaginal probe.	2				
1.3.6	Percutaneous urologic procedures, e.g. percutaneous nephrostomy (PCN), percutaneous nephrolitholapaxy (PCNL)	2				
1.3.7	A compatible Urodynamic studies system must be included.	2				
1.3.8	Endoscopic and radiographic diagnosis of the urinary and reproduction system,	2				
1.3.9	Extracorporeal Shockwave Lithotripsy (ESWL) system must be supplied	2				
2	TECHNICAL SPECIFICATIONS :					
2.1.	The examination unit must have the following features:					

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2.1.1	Selectable left-hand or right-hand version of the X-ray system dependable on the user and positioning of the system.	2				
2.1.2	Height-adjustable, tiltable patient table with a load capacity of 270 kg or better.	2				
2.1.3	Height adjustment must be approximately 72cm to 122cm.	2				
2.1.4	Tabletop material to be radiolucent.	2				
2.1.5	Tilting range of the patient table must be +90° and - 90°.	2				
2.1.6	Isocentric tilting movement must be included for Urologist's ergonomic comfort during the procedure.	2				
2.1.7	System must be protected against penetration of liquids and corrosion.	2				
2.1.8	The system must allow easy and acceptable access to the patient for endoscopic and percutaneous interventions in the pelvic and abdominal areas from both sides of the table even if patient is positioned with urogenital area in x-ray field of view. At no stage must it be necessary to change the orientation of the patients head-foot position.	2				
2.1.9	Unrestricted access to patient head for anaesthetist, even if patient is positioned with urogenital area in x-ray field of view.	2				
2.1.10	Longitudinal travel of X-ray system (tube / image intensifier) must be possible.	2				
2.1.11	Longitudinal travel of the radiolucent tabletop must be approximately 40 cm or better and transverse travel must be approximately 25 cm or better.	2				
2.1.12	Park position of the X-ray tube and collimator system must be available during patient transfer.	2				
2.1.13	Possibility of urodynamic examinations with table tilted into 90° with patient sitting in normal sitting height and X-ray tube positioned over the region of interest.	2				
2.1.14	Fully digital imaging system with flat panel detector.	2				

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2.1.15	43 cm X 43 cm dynamic flat detector for static and dynamic imaging	2				
2.1.16	Ergonomic positioning of colour (TFT) displays in the examination room (live / reference image).	2				
2.1.17	Display of endoscopic and ultrasound images on the TFT displays of the examination unit must be possible.	2				
2.1.18	Adult and paediatric leg supports for placing patient in lithotomy position. The leg support must be strong and sturdily manufactured.	2				
3	OPERATING POSSIBILITIES					
3.1	The following are required in the examination room:					
3.1.1	Ergonomic user appropriate positioning of tableside control and radiographer room control with imaging and system functions	2				
3.1.2	Foot switch for fluoroscopic and radiographic release of X-ray system	2				
3.2	The following are required in the control area:					
3.2.1	Operation of the digital imaging system must be possible by means of monitor, keyboard and mouse and touch screen system and all components must be included	2				
3.2.2	Fluoroscopic radiographic release of the X-ray system	2				
4	PATIENT TABLE					
4.1	The following are required for patient table:					
4.1.1	The length of the tabletop excluding extension must be at least 115 cm	2				
4.1.2	The width of the tabletop must be at least 75 cm	2				
4.1.3	The length including extension must be at least 210 cm	2				
4.1.4	The tabletop material must be radiolucent carbon fibre or similar material	2				
4.1.5	The maximum table load must not be less than 270 kg	2				
4.1.6	The longitudinal movement of the table top in the horizontal position must be ± 4 cm/sec	2				
4.1.7	The Transverse travel of the table top must be + 12 cm and - 12 cm or better.	2				

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4.1.8	A transverse travel speed of 4 cm/sec must be possible.	2				
4.1.9	The table must offer unrestricted patient access to both sides of the tabletop in the urogenital area	2				
4.1.10	The table must offer free space for percutaneous interventions in the kidney area with simultaneous possibility of X-ray control on both sides of the tabletop in the urogenital area	2				
4.1.11	Symmetrical patient access must be possible, with the X-ray tube and image intensifier being off centred from the tube column.	2				
4.1.12	The minimum tabletop height must be at least 75 cm.	2				
4.2	Table Control					
4.2.1	A hand-held control unit in the examination room must be included, which must have the following functions:	2				
4.2.1.1	Call-up of digital image processing functions at the hand-held control	2				
4.2.1.2	Triggering of all motor-driven unit movements (table lift/tilt, table longitudinal/transverse)	2				
4.2.1.3	Changeover zoom formats	2				
4.2.1.4	ON/OFF switch for light localizer	2				
4.2.1.5	Travel of X-ray system (to head/foot)	2				
4.2.2	Memory buttons with memory functions with at least 3 pre programmed and storable positions:	2				
4.2.2.1	Position of X-ray system	2				
4.2.2.2	Collimator setting	2				
4.2.3	A system foot switch in the examination room must be included with the following functions:	2				
4.2.3.1	Fluoro / Radiography release	2				
4.2.3.2	Table movements (longitudinal, transverse, lift, tilt)	2				
4.2.3.3	Switchover between X-ray/endoscopic/ultrasonic image sources on colour TFT display (reference image) must be possible	2				

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4.2.3.4	Store HD endoscopy or ultrasound image in DICOM format and in the same patient record together with all the patient images acquired	2				
4.2.3.5	An operator's foot switch must be included in the examination room for the Radiographer to control fluoroscopy and radiography	2				
4.2.4	A control unit in the control room must be included, which must have the following functions:	2				
4.2.4.1	Call-up of digital image processing functions in the control room	2				
4.2.4.2	Triggering of all motor-driven unit movements (table lift/tilt, table longitudinal/transverse)	2				
4.2.4.3	Changeover of zoom formats. Standard size Of 42x42 cm; Zoom 1 of 30x30cm; zoom 2 of 22x22cm and zoom 3 of 15x15cm.	2				
4.2.4.4	Setting of radiation limiter	2				
4.2.4.5	ON/OFF switch for light localizer	2				
4.2.4.6	Travel of X-ray system (to head/foot)	2				
4.2.4.7	Memory buttons with memory functions	2				
4.2.4.8	Number of storable positions must be at least 3	2				
4.2.4.9	Tabletop positioning longitudinal/transverse	2				
4.2.4.10	Positioning of X-ray system	2				
4.2.4.11	Collimator setting	2				
4.2.4.12	Store HD endoscopy or ultrasound image in DICOM format and in the same patient record together with all the patient images acquired	2				
4.3	X-ray system :	2				
4.3.1	Motor-driven park position for the X-ray tube must be possible	2				
4.3.2	Travel distance of X-ray tube to park position must be ± 32 cm	2				
4.3.3	Motor tilt $\pm 90^\circ$	2				
4.3.4	Virtual field of view including tube/detector and table movements	2				

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Item no.	Technical Specification	Weighting	Comply (Yes/No)	Provide Equivalent/Better (Yes/No) (if applicable)	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Where applicable Reference to Brochure / Technical Data Sheet (verification) / Supporting Document
4.3.5	A scattered radiation grid with a 15:1 grid ratio and 80 lp/cm must be included. Motorised movement in and out to be possible.	2				
4.3.6	The Source-image intensifier distance (SID) must be no less than 115 cm.	2				
4.4	Flat panel Detector:	2				
4.4.1	A flat panel detector must be included;	2				
4.4.2	Detector size to be 43 x 43 cm	2				
4.4.3	Max. spatial resolution (Nyquist frequency) to be at least 3.2mm	2				
4.4.4	Pixel size to be approximately 145µm	2				
4.4.5	Image matrix to be 2,840 x 2,880 and digitization depth of 14 bit	2				
5	GENERATOR	2				
5.1	High-frequency, microprocessor controlled generator for radiography and fluoroscopy must be included.	2				
5.2	The output of the generator of at least 65 kW at 100 kV	2				
5.3	The generator output to meet the following exposure criteria:					
5.3.1	800 mA at 79 kV / 65 kW	2				
5.3.2	630 mA at 100 kV / 65 kW	2				
5.3.3	500 mA at 125 kV / 65 kW	2				
5.3.4	430 mA at 150 kV / 65 kW	2				
5.3.5	The tube voltage should be adjustable, the kV range should be between 40 kV up to 150 kV, graduated in half exposure points	2				
5.3.6	The mAs range should be from 0.5 to 800 mAs, graduated in half exposure points	2				
5.3.7	Switching time should be 1 ms with automatic exposure control	2				
5.3.8	There should be a 40 to 110 kV and mA ranges with continuous fluoroscopy. mAs range as well.	2				
5.3.9	There must be free editing of user programs	2				

 GAUTENG PROVINCE REPUBLIC OF SOUTH AFRICA						
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5.3.10	There should be four measuring fields for controlling the generator settings	2				
5.3.11	It should be possible to assign the measuring fields to the user programs	2				
6	X-RAY TUBE ASSEMBLY:	2				
6.1	The Focal spot sizes must be 0.6 and 1.0 mm respectively.	2				
6.2	The output of tube to be at least 65 kW	2				
6.3	The anode angle to be $\pm 12^\circ$	2				
6.4	The anode rotation to be ± 8500 rpm	2				
6.5	Heat storage capacity of anode to be approximately 770,000 HU	2				
6.6	Heat storage capacity of X-ray tube assembly to be approximately 2,000,000 HU	2				
6.7	Four 48cm or larger TFT monitors to be included: two in the examination room, one in the control room, one in the ESWL room	2				
6.8	The two colour TFT monitors in the examination room must be on a spring-articulated arm mounted on the unit and it must be possible to move them into convenient positions all round the table.	2				
6.9	Resolution matrix of the colour TFT displays must be at least 1280 x 1024. They must be flicker free with an image review rate of 100 Hz and a luminescence of not less than 280 cd/m ²	2				
7	ACCESSORIES:					
7.1	To be included in offer:					
7.1.1	Adult leg support to place patient in lithotomy position	2				
7.1.2	Paediatric leg support to place child in lithotomy position	2				
7.1.3	Patient arm rest, height-adjustable, tiltable, swivelable, adjustable longitudinally	2				
7.1.4	A shelf to support the camera facilities for the the simultaneous use of endoscopy/ultrasound and fluoroscopy to be included.	2				

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7.1.5	Interface for displaying external video signals such as endoscopy and ultrasound on a system integrated TFT colour display	2				
7.1.6	Interface supporting formats DVI-I (2x), RGB, YPrPb, Y, S-Video (2x), Composite, SD/HD-SDI (2x), VGA. Latest technology	2				
7.1.7	Interface supporting HD (high definition) endoscopy imaging	2				
7.1.8	Interface for output signal of X-rays in a urodynamic system	2				
8	DIGITAL IMAGING SYSTEM:					
8.1	A hard disk for image storage must be included.	2				
8.2	The image storage capacity of the hard drive must be at least 14 000 images.	2				
8.3	An Integrated CD/DVD writer must be included	2				
9	FLUOROSCOPY MODES:					
9.1	The following fluoroscopy modes must be included:	2				
9.1.1	Continuous fluoroscopy	2				
9.1.2	Pulsed fluoroscopy	2				
9.1.3	Gray-scale resolution to be 12 bit or better	2				
9.1.4	Automatic display and storage of the last fluoroscopic image (LIH) must be possible	2				
9.1.5	Saving of images from fluoroscopy (fluorograbbing) must be possible.	2				
10	ACQUISITION MODE:					
10.1	There must be automatic saving of single images and series on to hard disk	2				
10.2	Matrix size must be at least 1024 x 1024 with a 12 bit gray-scale resolution	2				
10.3	Frame rates of up to 30 frames/sec must be possible on the system	2				
10.4	State Image display frequency	2				
10.5	Progressive scanning must be included and must include the following features:					
10.5.1	Forward and backward scrolling of images	2				

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10.5.2	Display of several images (split screen)	2				
10.5.3	Radiation-free display of the collimator setting on the last fluoro image (LIH)	2				
11	IMAGE PROCESSING:					
11.1	Image processing to include the following features:					
11.1.1	Contrast and brightness settings (windows) manually (via mouse) and/or automatically (predefined window values)	2				
11.1.2	Effective gray levels for windowing	2				
11.1.3	Variable edge enhancement	2				
11.1.4	Black/white inversion	2				
11.1.5	Online image filtering	2				
11.1.6	Image zoom	2				
11.1.7	Roam / pan	2				
11.1.8	Graphics functions	2				
11.1.9	Subsequent text entry possible for each image	2				
11.1.10	Selection of patient specific, predefined text strings possible for each image	2				
11.1.11	Subsequent comment line possible for each image	2				
12	Marking and measuring must have the following functions:					
12.1	Text and graphics display	2				
12.2	Displayable graphics elements per image	2				
12.3	Angle measurement	2				
12.4	Selection of patient positioning with automatic image orientation (image flip horizontal / vertical)	2				
12.5	Selectable live image flip function for correct display with percutaneous interventions (online orientation help)	2				
12.6	Right/left marking of the X-rays	2				
13	IMAGE/PATIENT DATA MANAGEMENT:					
13.1	Connection of DICOM capable cameras/printers must be possible	2				
13.2	Saving of studies and individual images on CD/DVD should be possible.	2				

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13.3	The function of saving images on to CD/DVD should be able to run in background mode.	2				
13.4	The system must include user programs for standard urological examinations	2				
13.5	It must be possible to override user programs during the examination	2				
14	DICOM 3 COMPATIBILITY:					
14.1	The system must be Dicom 3 compliant and the Dicom conformance statement must be supplied	2				
14.2	The system must be able to perform image processing functions like Dicom send, Dicom print, CD/DVD writing etc. in background mode.	2				
14.3	The system must be linked with current PACS system, at installation and be linked to future PACS system, as required.	2				
14.4	The following actions must be possible as standard procedure and the bidder to state compliance:					
14.4.1	Dicom store	2				
14.4.2	Dicom storage commitment	2				
14.4.3	Dicom print	2				
14.4.4	Query and retrieve	2				
	Total threshold	328				
	Minimum threshold	300				

NOTE: If the information required regarding each item cannot be inserted in the space provided you are requested to attach additional information as a separate document. Bidders are advised to appropriately number all additional documents.

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Financial Statements	Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.



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**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.



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6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8¹, copy of which is attached marked Annexure A, and that:
 - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
 - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

¹ Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



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GAUTENG ETHICS & ANTI CORRUPTION

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 th Floor 94 Pritchard Street Johannesburg



8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



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- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
 - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
 - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
 - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
 - 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
 - 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
 - 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
 - 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



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11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)