

BID NO. ZNB 5213/2017 -H

THE SUPPLY AND DELIVERY OF A REMOTE CONTROL FLUOROSCOPY SYSTEM (RAD 21 A) FOR VARIOUS INSTITUTIONS: 3 YEAR CONTRACT.

SCM Unit of KZN Department of Health

Name of bidder.....

Central Supplier's Data Base registration number.....

Income Tax number.....

Unique Reference number

BIDDER TO NOTE THE FOLLOWING CLOSING DATE

BID CLOSING DATE: 25 JANUARY 2018

CLOSING TIME: 11:00

COMPULSORY BRIEFING SESSION: 18 DECEMBER 2017 @ 10:00

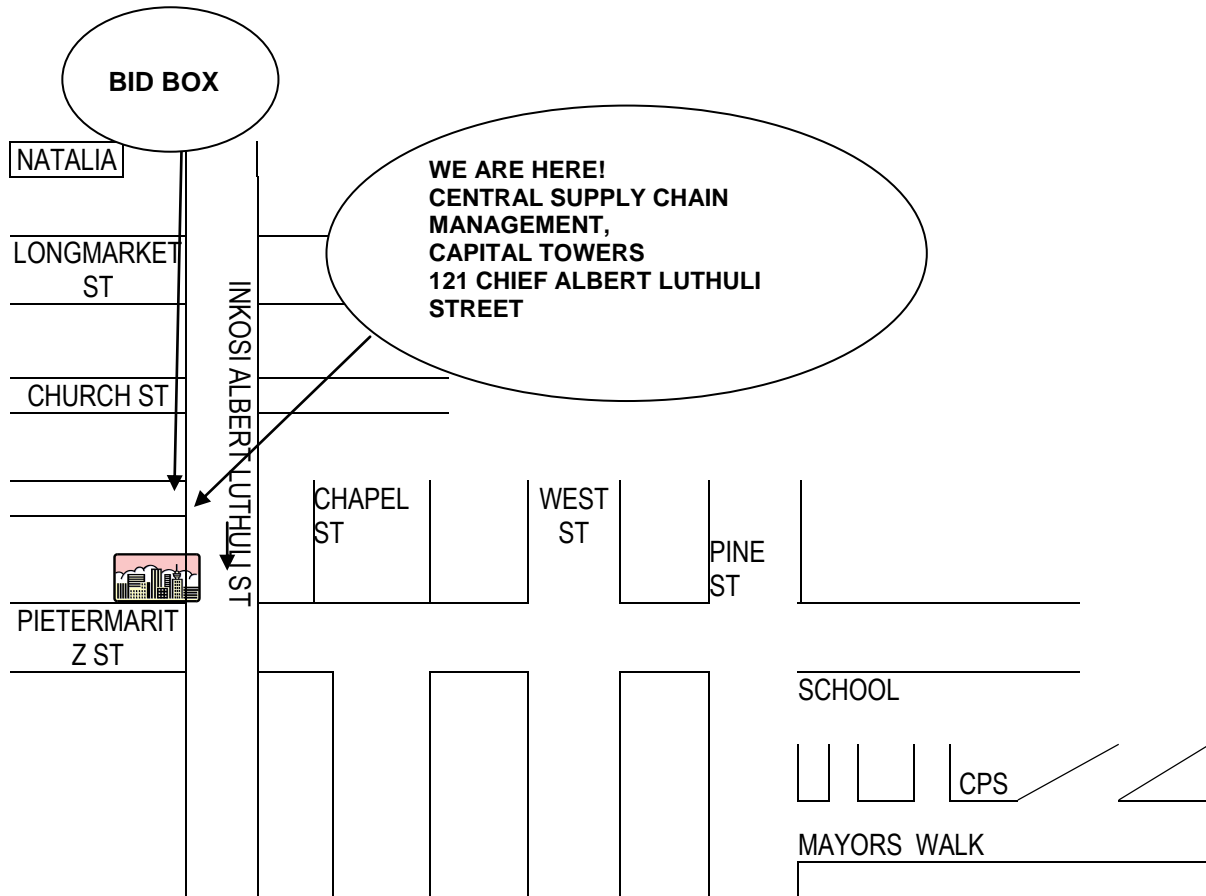
This document contains the entire pack of documents for the supply and delivery of a remote control fluoroscopy system (rad 21 a) for various institutions:3 year contract. The completed documents are to be submitted no later than the closing date and time specified.



ZNB 5213/2017-H

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LOCALITY MAP





**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 5213/2017-H	CLOSING DATE:	25 JANUARY 2018	CLOSING TIME:	11:00 AM
DESCRIPTION	THE SUPPLY AND DELIVERY OF A REMOTE CONTROL FLUOROSCOPY SYSTEM (RAD 21 A) FOR VARIOUS INSTITUTIONS:3 YEAR CONTRACT.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
121 CHIEF ALBERT LUTHULI ROAD
PIETERMARITZBURG
3201

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/PUBLIC ENTITY	KZN DEPARTMENT OF HEALTH	CONTACT PERSON	Mr N Singh
CONTACT PERSON	Mr. M. Sangweni	TELEPHONE NUMBER	031 461 8418
TELEPHONE NUMBER	033 846 7526	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	nishan.singh@kznhealth.gov.za
E-MAIL ADDRESS	muziwandile.sangweni@kznhealth.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SECTION C

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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

SECTION D

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:.....

2.6.1 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES/NO**
presently employed by the State?

2.7.1 If so, furnish the following particulars:
Name of person/director/trustee/shareholder/member:.....
Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES/NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months? **YES/NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....

.....

2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 Full details of directors/trustees/members/shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/ Peral Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION F

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80 or 90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20 or 10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
---------------------------	---	---

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation

- Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**SECTION I
PRICING SCHEDULE**

Name of bidder.....	Bid number: ZNB 52132017-H
Closing Time 11:00	Closing Date: 25 JANUARY 2018

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

DESCRIPTION: THE SUPPLY AND DELIVERY OF A REMOTE CONTROL FLUOROSCOPY SYSTEM (RAD 21 A) FOR VARIOUS INSTITUTIONS:3 YEAR CONTRACT.

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

** (ALL APPLICABLE TAXES INCLUDED)

** (INCLUSIVE OF 24 MONTHS WARRANTY, INSTALLATION, TRAINING, & COMMISSIONING)

AMOUNT IN WORDS.....

2) CARRIED OVER FROM **MAINTENANCE AGREEMENT**.....

** (5 YEAR WARRANTY WHICH TAKES EFFECT POST 24 MONTHS WARRANTY)

** (BIDDERS TO SUPPLY A BREAKDOWN OF THE FULLY COMPREHENSIVE MAINTENANCE SERVICE AGREEMENT AS PER (ANNEXURE B)

AMOUNT IN WORDS.....

3) **TOTAL FOR BILL OF QUANTITY (BOQ)** IN RSA CURRENCY (AS PER ATTACHED BOQ ANNEXURE).....

AMOUNT IN WORDS.....

TOTAL BID PRICE IN RSA CURRENCY.....

(TOTAL BID PRICE = UNIT PRICE + MAINTENANCE AGREEMENT PRICE + BOQ i.e. TOTAL OF 1, 2, & 3)

** (ALL APPLICABLE TAXES INCLUDED)

AMOUNT IN WORDS.....

- Required by: Health Technology Services

- Country of origin

- Delivery Period

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
The Department of Health KZN reserves the right to negotiate the 5 Year Warranty which takes effect post 2 Year Warranty.

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

NB: TOTAL OF BILL OF QUANTITY (BOQ) IN RSA CURRENCY FOR UNIDENTIFIED SITES/INSTITUTIONS WILL BE LIMITED TO FIVE HUNDRED THOUSAND RANDS (R500 000)

SECTION L

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....WHO
REPRESENTS (state name of bidder)

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO
DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION
OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT
MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION M

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Documents (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**ZNB 5213/2017 -H: THE SUPPLY AND DELIVERY OF A REMOTE CONTROL FLUOROSCOPY SYSTEM (RAD 21 A)
FOR VARIOUS INSTITUTIONS:3 YEAR CONTRACT.**

in response to the invitation for the bid made by:

KWAZULU-NATAL DEPARTMENT OF HEALTH

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SECTION N

COMPULSORY BRIEFING SESSION CERTIFICATE

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

Site/building/institution involved: 121 CHIEF ALBERT LUTHULI STREET, CAPITAL TOWERS BUILDING, 3rd FLOOR, AUDITORIUM 307

Bid No: **ZNB 5213/2017-H**

Service/Goods or Works: THE SUPPLY AND DELIVERY OF A REMOTE CONTROL FLUOROSCOPY SYSTEM (RAD 21 A) FOR VARIOUS INSTITUTIONS: 3 YEAR CONTRACT.

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

ATTENDED THE BRIEFING SESSION HELD ON: **18 DECEMBER 2017 @ 10:00AM**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

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

DATE:

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

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION O

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of
(Name of Company)

.....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY:

DATE:

WITNESSES: 1

DATE:

2

DATE:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the
business trading as:

SIGNATURE.....

DATE.....

C. PARTNERSHIP

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

Full name of partner

Residential address

Signature

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

We, the undersigned partners in the business trading as

.....

hereby authoriseto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract on behalf of

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

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

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

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1

DATE:

2

DATE:

E. CO-OPERATIVE

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

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

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1

DATE:

2

DATE:

F. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

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

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

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

(Name of Consortium).....

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

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

(Name of Consortium).....

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

SECTION P

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**SECTION U
SPECIAL TERMS AND CONDITIONS**

INTRODUCTION

- (a) **Bidder/s must ensure that they are fully aware of all the Conditions contained in this bid document.**
- (b) **Only bidders that fully meet the specifications shall be considered.**

1. ACCEPTANCE OF BID

- 1.1. The Department of Health Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2. The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Health Bid Adjudication Committee approval.

3. AWARD

The awarding of this bid is not dependent solely on the factors of prices and preference points. Preference will be given to local manufacturers/producers

4. CERTIFICATE OF COMPLIANCE

If the bidder submits/quotes for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. Failure to submit the certificate will result in the bid being disqualified.

5. CHANGE OF ADDRESS

Bidders must advise the Department of Health Central Supply Chain Management should the address (domicilium citandi et executandi) and Ownership details of the Company change from the time of bidding to the expiry of the contract.

6. COMPLIANCE WITH SPECIFICATION

- 6.1. Offers must comply strictly with the specification. Offers exceeding specification requirements may be deemed to comply with the specification. The quality of products must not be less than what is specified. Where SABS/SANS or CKS specifications are called for, the Bidder must submit a certificate of compliance from the SABS with the submission of the bid.
- 6.2. SABS/SANS can be contacted for testing and conformity services at Tel: 031 – 203 2900/
Fax: 031 – 203 2907.
- 6.3. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.
- 6.4. All work shall be carried out according to the Department of Health's Standard Preambles to all Trades-copies of which can be collected from the Department's offices at 191 Chapel Street, Pietermaritzburg,-the OHS Act, National Building Code of Practices and Regulations and the SANS

10142-1 Code of Practice for the Wiring of Premises as well as the National Building Regulations. The relevant service provider must ensure that the necessary CIDB grading for the building alterations to be conducted is adhered to. The CIDB grading classifications and ranges are as follows:

Classifications

- GB – General Building Works
- EB – Electrical Engineering Works - Building
- ME – Mechanical Engineering Works

Ranges

- Grade 1: From R0.00 to R649 999.00
- Grade 2: From R650 000.00 to R1 999 999.00
- Grade 3: From R2 000 000.00 to R3 999 999.00

7. COUNTER OFFERS

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

8. DELIVERY AND PACKAGING

- 8.1 Basis of delivery: Delivered to Health Technology Services, Boston Road, C/O Wentworth
- 8.2 In emergency cases, the Department of Health reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays
- 8.3 Bidders will be required to make prior arrangement before delivery to allow for a delivery schedule with the Department of Health.
- 8.4 The delivery performance of contract will be closely monitored and any subsequent orders will only be issued to those suppliers that have proved to be competent with their delivery performance.
- 8.5 Random inspection and sampling of items will be conducted upon delivery to verify quality and Quantity against specification and contract samples and any other quality accreditation that can be prescribed.
- 8.6 It is the contractor's responsibility to off load the delivery vehicle.
- 8.7 Order details must be presented upon delivery on delivery notes.
- 8.8 Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.
- 8.9 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
- (a) Name of the manufacturer/supplier
 - (b) Description of item
 - (c) Item number code/catalogue number
 - (d) Date of manufacture
- 8.10 Random site visit of potential suppliers.

9. DELIVERY CONDITIONS

- 9.1 Delivery of products must be made in accordance with the instructions appearing on the official order form.
- 9.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.
- 9.3 In respect of items awarded to them, contractors must adhere strictly to the delivery period stipulated by them in their bids document.
- 9.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 9.5 All invoices must be submitted in the original format.
- 9.6 Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.
- 9.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management and the Department of Health. If approved, such substitution will be on the same terms and conditions as the current contract.

10. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER (refer to Annexure A – Part B)

- 10.1. The bidder must furnish the following details of all current contracts.
 - (i) Date of commencement of contract/s;
 - (ii) Expiry date/s;
 - (iii) Value per contract; and
 - (iv) Contract details. That is, with whom held, phone number and address/es of the companies.

11. DOCUMENTATION OF UNDERTAKING AND LEGISLATIVE REQUIREMENTS

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

NB: BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL NOT BE CONSIDERED.

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

Non-compliance with the above mentioned Special Conditions will invalidate the bid for such products offered.

- 11.3. If the bidder is a supplier/distributor, not a manufacturer of the product offered for, he/she must submit with the bid document on the closing date and time of bid a guarantee or a letter of undertaking from a manufacturer that support required to execute the contract successfully for the duration of the contract shall be provided. (Please mark as Annexure C).

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

- 11.4. It is a bid condition that prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- 11.5. The Technician(s) must be the original equipment manufacturer trained to deal with the service, repair and calibration of the equipment offered in the bid. **NB: Proof of original equipment manufacturer training must be submitted with the bid offer.**

NB: ALL OFFERS FOR EQUIPMENT THAT REQUIRE A RADIATION LICENCE, A LICENCE MUST ACCOMPANY THE BID AT THE CLOSING DATE AND TIME, FAILURE TO DO SO, OFFERS WILL NOT BE CONSIDERED.

12. ENTERING OF HOSPITAL/CLINIC STORES

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

13. EQUAL BIDS

In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

14. FIRM PRICES

- 14.1 This bid requires that all bid prices offered are firm for the first year of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.
- 14.2 In respect of rates of exchange, it is mandatory that bidders take forward cover upon award of the contract, for the contract period, with a recognized Financial Institution. Proof of this forward cover must be submitted to the contract management unit upon signing of the contract. Therefore a price adjustment in respect of a rate of exchange claim will not be considered.
- 14.3 Where, however, in exceptional circumstances, a claim is submitted, the Department reserves the right to request any further information that may justify the claim and has the discretion to consider the claim, or not, and approve the claim, subject to availability of budget and within a reasonable range.

15. GUARANTEE / WARRANTY

- 15.1. All equipment, material and workmanship provided under the Contract must be guaranteed for a minimum period of twenty four (24) months. Preference will be given to those bidders who can provide a twenty four (24 months) guarantee/warranty. The successful bidder must arrange with both the Hospital/Institution and the Health Technology Services before installing and commissioning the equipment at the respective Hospital/Institution. The bidder to note that the Guarantee period must

only take effect upon successful commissioning at the respective Hospital/Institution and **successful test and acceptance by the Health Technology Services**

16. HISTORICAL DATA

16.1. Historical value and volume reports must be submitted to Contract Management, Department of Health, Supply Chain Management by all successful bidders:

16.1.1. SUPPLIER MEASURES

Delivery period adherence
Quality adherence

16.1.2. END USER MEASURES

- a) On time payment
- b) Rand value of invoices not paid on time
- c) Actual quantities ordered vs. estimated quantities forecasted
- d) On time order placement

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

17. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure D)

Bidders must provide the following particulars about themselves as part of the bid:

- | | | |
|---|---|---|
| 17.1. Where they have their Headquarters. | } | Details to be supplied
On company's
Letterhead. |
| 17.2. Where they have their Regional Offices. | | |

18. INSPECTION FOR QUALITY

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

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

19. INVOICES

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

20. IRREGULARITIES

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

21. JOINT VENTURES

21.1. In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

- 21.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 21.3. Separate a BBB-EE Certificate must be submitted by each company participating in the joint venture. The non-submission of a BBB-EE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.
- 21.4 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

22. LATE BIDS

- 22.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 22.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

23. MULTIPLE AWARDS

- 23.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one contractor, provided the respective bidders offer complies with the specification and meets all the conditions attached to the bid.
- 23.2. The awarding of this bid is not dependent solely of the factors on prices and preference points and where necessary the Department of Health may rely on other factors such as equitable distribution of opportunity.

24. NOTIFICATION OF AWARD OF BID

- 24.1. Notification of the award of bid shall be in writing by a duly authorised official of the Department of Health, Central Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged. The contract circular will be issued by a duly authorised official of the Department of Health only.
- 24.2. The intentions of award of bid will be advertised in the same media as the invitation.

25. PART OR FULL OFFERS

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

26. PAYMENT FOR SUPPLIES AND SERVICES

- 26.1. A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.
- 26.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 26.3. Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of stores;
- (ii) If there is no response from stores, the Manager of the institution must be contacted;
- (iii) Failing all of the above, the contractor must contact The General Manager: Accounting Services supplying the following details:
 - (a) Name/s of person/s contacted at the institution and dates; and
 - (b) Details of outstanding account.

The General Manager: Accounting Services will then take the appropriate action.

27. PRICES – ONLY OFFER

27.1. Where only 1 offer is received, the Department of Health has to determine whether the prices are fair and reasonable.

Proof of reasonableness will be determined in the following sequence:

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

28. PRICE INCREASE

All bid prices must be firm for the first year of the contract. CPI will be used to consider a price adjustment on the anniversary of the contract, which is year 2 and year 3.

29. PERIOD OF CONTRACT

The contract will run for a period of 3 years.

30. QUALITY CONTROL /TESTING OF PRODUCTS

30.1 The Department reserves the right to have any product in this bid tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.

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

- (i) testing charges will be for the account of the principal contractor;
- (ii) possible cancellation of the contract with the principal contractor;
- (iii) reporting such negligence by the principal contractor to the Provincial and National Treasury for listing on the Restricted Suppliers Database

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

31. RATE OF EXCHANGE

- 31.1 All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid document. If this day falls on a weekend or public holiday, the next working day must be used.
- 31.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any recognized legal financial Institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information can be sourced from the internet from a financial Institution website.
- 31.3 The Department of Health reserves the right to renegotiate the price should there be a reduction of the price in the market.
- 31.4 This clause must be read in conjunction with paragraphs 14.1, 14.2 and 14.3.

32. SAMPLES

- 32.1 Samples will not be accepted with the closing of the bid document.
- 32.2 A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.
- 32.3 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.
- 32.4 Samples shall be supplied by the bidder at his/her own cost/risk.
- 32.5 The Department shall not be obliged to pay for such samples.
- 32.6 The Department reserves the right not to return such samples and to dispose of them at its discretion
- 32.7 Samples must be clearly marked:
 - Item number
 - Brand Name
 - Name of the Company
 - Bid number

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

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

33. SPECIAL CONDITIONS OF CONTRACT

The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

34. SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM

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

35. STATEMENT OF SUPPLIES AND SERVICES

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

- (i) Name of institution
- (ii) Orders received – order number & catalogue number & quantity delivered.
- (iii) Training performed – Name of institution, number of officials trained and type of training performed.

35.2 If the contractor fails to provide the required information, the Department of Health may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

36. SUPPLIERS DATABASE REGISTRATION

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

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

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

37. TAX AND DUTIES

Prices, offered and paid, must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable to the current rate).

38. TAX CLEARANCE

38.1 An original Tax Clearance certificate may be submitted with the bid before the closing date and time of the bid. Bidders should note that the contents of the Tax Clearance Certificate may be verified through Central Supplier Database to ensure that the information on the Certificate correlates with the updated status provided by South African Revenue Services on the Central Supplier Database.

38.2 Where an original Tax Clearance Certificate is not submitted with the bid, the Department will use the Central Supplier database to verify the tax matters of the bidder.

NB: Information as contained on the Suppliers database must be valid/correct. Non-compliance with Tax Requirement will affect payment

39. UNSATISFACTORY PERFORMANCE

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

- (i) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:
 - (a) Take action in terms of its delegated powers.
 - (b) Make a recommendation to its Head Office, Central Supply Chain Management for cancellation of the contract concerned.

- (ii) When correspondence is addressed to the contractor, reference will be made to the contract

40. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid must be 180 days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidder's. This request will be done before the expiry of the original validity (binding) period.

41. VAT

41.1. Bid prices must be inclusive of VAT.

41.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

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

41.3. Bidders who are VAT vendors must provide proof that they are VAT registered.

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

42. STRUCTURAL ALTERATIONS APPLICABLE TO BID

In view of the variance of the structural alterations to be conducted on the various sites, which have not yet been identified, the Department of Health has capped an amount of R 500 000 in respect of the alterations of the respective sites. However, please note that the Infrastructure Development unit will conduct a study, in conjunction with the Service Provider, of the site, to establish the value of the structural works to be done. Thus the Service Provider will be required to provide a quotation for the identified site, and Infrastructure Development will then verify the reasonableness and fairness of the quotation offered. The estimated value of the alterations as identified by Infrastructure Development will supersede the quotation submitted by the Service Provider, but the amount determined by Infrastructure Development may be opened for negotiation.

NB: "Please note that the completed price page/s must be submitted in a separate sealed envelope, which must contain the name of the bidder and ZNB number with the description"

NON COMPLIANCE TO THIS WILL RENDER THE BID AS NON COMPLIANT AND THEREFORE DISQUALIFIED

ANNEXURE A

Bidders to complete Part A or B as applicable

PART A

As a bidder my organization has never had past or current contract agreements.

Signed (bidder) _____

Date: _____

Signed (witness) _____

Date: _____

OR

PART B

The bidder must furnish the following details of all current/past contracts. If the bidder has had no contracts awarded to them then the bidder must complete Part A.

DATE OF COMMENCEMENT	EXPIRY DATE	VALUE OF CONTRACT	CONTRACT DETAILS That is, with whom held, phone number and address/s of the company.

Signed (bidder) _____

Date _____

Signed (witness) _____

Date _____

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.

- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise,

which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.

- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.

- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

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

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid; the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder

has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
 - 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
 - 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
 - 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial

manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

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

- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and/or
- 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
- 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

- 17.2.1 Name of Institution placing order;
- 17.2.2 Provincial official order number;
- 17.2.3 Quantity ordered; and
- 17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
 - 18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
 - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 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.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.

- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

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

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

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

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 Contractor of any warranty obligations under this contract; and
 - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Province's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the contract and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) Such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 33.1 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.

34. GOVERNING LANGUAGE

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.

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

EVALUATION CRITERIA

ZNB 5213/2017 -H: THE SUPPLY AND DELIVERY OF A REMOTE CONTROL FLUOROSCOPY SYSTEM (RAD 21 A) FOR VARIOUS INSTITUTIONS:3 YEAR CONTRACT.

All bids received shall be evaluated on the following:

1. Specifications:

Only bids that meet the specification and Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification.

2. Correctness of information:

All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

The Department of Health reserves the right to verify all information submitted.

Non-compliance with the above shall result in elimination from further processes.

3. Compulsory administrative compliance requirements that must be submitted with the bid:

- (a) The bidder must be registered on the Central Suppliers Database
- (b) Certified Copy of the Radiation Control License relevant to the equipment offered in terms of this bid or a Letter from the Department of Health confirming that the equipment is not hazardous.
- (c) Certified Copies of the Identity documents for company members.
- (d) Letter of undertaking
- (e) Descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (refer to clause G31)

Where certified copies are requested, bidders must not submit copies of certified copies. Original certification should not be older than three (3) months. **Failure to comply with this requirement shall invalidate the bid submitted.**

4. Preferential Point System:

The 80/20 or 90/10 Preference Point System will be applicable to this bid and the points will be allocated as follows:

PRICE **80 or 90**

B-BBEE STATUS LEVEL OF CONTRIBUTION **20 or 10**

Total points for Price and B-BBEE **100**

NB: TO CLAIM THE ABOVE POINTS BIDDERS MUST SUBMIT A CERTIFIED COPY OF THEIR B-BBEE CERTIFICATE ISSUED BY A SANAS or IRBA ACCREDITED INSTITUTION.

5. Price Pages

The completed price page/s must be submitted in a separate sealed envelope, which must contain the name of the bidder and ZNB number with the description”

Non-compliance with this provision will render the bid non compliant and therefore disqualified

Note: For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to attach the required information as Annexure E following the sequence used in the bid document.

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

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

**SPECIFICATION FOR:
REMOTE CONTROL FLAT PANEL FLUOROSCOPY SYSTEM FOR
GENERAL PURPOSE**

SPECIFICATION: RAD – 21 (A) (RADIOLOGY)

NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED MUST BE ANSWERED “COMPLIES”, “DOES NOT COMPLY” OR ANSWER THE QUESTION UNDER BIDDERS COMMENTS.

NO	SPECIFICATION	STATE “COMPLIES” OR “DOES NOT COMPLY” OR ANSWER THE QUESTION.
Clause G1	<p>The space provided under “Bidder’s Comments” for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted.</p> <p>Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder.</p> <p>The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, “Complies” or “Does not comply” or answer the question next to the corresponding clause.</p>	
Clause G2	All responses must be clear and legible.	
Clause G3	GUARANTEE:	
Clause G3.1	<p>All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services.</p>	
Clause G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	
Clause G3.3	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
Clause G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health’s Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service’s In House Technicians a demonstration of the product, which will enable the Health Technology Service’s In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	

NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, full training in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	SERVICING:	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	<p>Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.</p> <p>Please supply details as follows:</p> <p>Company name : _____</p> <p>Physical Address : _____</p> <p>_____</p> <p>Telephone Number/s : _____</p> <p>Fax number : _____</p> <p>_____</p> <p><i>(The Health Technology Services reserves the right to inspect the premises).</i></p>	
Clause G8.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	
Clause G8.6	The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.	
Clause G8.7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.	

NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G8.8	The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment.	
Clause G9	The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.	
Clause G10	Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of V.A.T.	
Clause G11	Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days.	
Clause G11.1	The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held.	
Clause G12	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	
Clause G13	Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
Clause G14	The successful bidder must include in their offer at no extra cost to the final bid price:	
Clause G14.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.	
Clause G14.2	Complete ORIGINAL Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which MUST include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and PCB Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.	
Clause G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	

NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the ACCEPTANCE TEST is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the quoted equipment operates off an electrical supply.	
Clause G22	All equipment, the installation and any alteration / additions must comply with:	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro magnetic Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	NB. HAZARDOUS SUBSTANCE ACT:	
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	

NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	License No:
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will <u>not</u> be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available within 14 days, or the bidder must take arrangement for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	UPGRADEABILITY WHERE APPLICABLE:	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	UPGRADE POLICY:	
Clause G37.1	All future upgrades (hardware and software) involving <u>patient safety</u> must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	

TECHNICAL SPECIFICATION.

1. GENERAL

1.1

This specification establishes the requirements for the SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION, TRAINING and COMMISSIONING of a REMOTE CONTROL FLAT PANEL FLUOROSCOPY UNIT FOR GENERAL PURPOSE .

BIDDER'S COMMENTS:

1.2

The bid price quoted must include the supply, installation, demonstration and commissioning of the equipment as well as the building alterations that may be required for the successful installation of the units.

BIDDER'S COMMENTS:

2. REMOTE CONTROLLED TABLE.

2.1 A remote controlled table with easy patient transfer access. Please state confirmation and describe table top mounting.

BIDDER'S COMMENTS:

2.2 The table top must be able to accommodate a patient weight of at least 165 kg. Please state.

BIDDER'S COMMENTS:

2.3 The table system must be able to tilt to +90 degree's and to -15 degree's (minimum range)

BIDDER'S COMMENTS:

2.4 The table top to floor height should be stated. Low lower limit is preferred.

Table top must be X-ray translucent

Table top length approximately 220cm x 55cm

BIDDER'S COMMENTS:

2.5 The table system must have a motorised compression cone device. Please state compliance.

BIDDER'S COMMENTS:

2.6 The table must be able to perform tomography. Please state the angles offered and the speeds related to each angle.

BIDDER'S COMMENTS:

2.7 The tomographic device should have a variable layer height. State range.

BIDDER'S COMMENTS:

2.8 The table must be supplied with the following:

2.8.1 Foot rest

2.8.2 Hand grips

2.8.3 Shoulder rests

2.8.4 Band compression device (for IVP)

2.8.5 Mattress with water resistant covers

2.8.6 Compensation filter pad for peripheral studies

BIDDER'S COMMENTS:

3 X-RAY TUBE AND COLLIMATOR SYSTEM

3.1 The tube and collimator must be able to vary in FFD (state range).

BIDDER'S COMMENTS:

4 HIGH FREQUENCY GENERATOR SYSTEM

4.1 A 65 kWatt high frequency, microprocessor controlled x-ray generator is to be supplied together with the table system

4.2 A matching x-ray tube unit with small and large focus distance must be provided.

4.3 The x-ray generator must be delivered with a set of matching high tension cables.

4.4 The x-ray generator and table system must have AEC built into the systems

- 4.5 A full range of standard organ programs must be supplied. State number of programs.
- 4.6 The x-ray generator must have an output ability of at least 80 kV and 800 mA.
- 4.7 The x-ray generator and x-ray tube unit must have a rapid starter unit ensuring anode rotation of at least 8000 RPM.
- 4.8 The system must be delivered with a dose measuring chamber to meet the new national radiation protection requirements. Please state confirmation of delivery and fitment of the DAP meter.
- 4.9 The table should be of a smooth and easy to clean construction.
- 4.10 An automatic collimator must be provided with full control from the table side control and the control room console.
- 4.11 An automatic collimator light must be included for off radiation positioning of the patient.
- 4.12 State radiation reduction techniques.

BIDDER'S COMMENTS:

5 DIGITAL FLAT PANEL

- 5.1 A large field digital flat panel with a maximum input field of 43 x 43 cm is required.
- 5.2 Direct conversion method will be an advantage. Bidder to state what technology/method is used.
- 5.3 Detector matrix must be at least 1024 x 1024, 14bit. State detector matrix size.
- 5.4 Processor matrix must be at least 1024 x 1024, 12 bit. State processor matrix size.
- 5.4 State acquisition field sizes in sq.cm
- 5.5 Resolution must not be less than 2.5 lp/mm. State resolution.
- 5.6 Pixel size should not be more than 180µm. State pixel size.
- 5.7 State DQE – Acquisition dose (%). Preference will be given to the lowest dose system
- 5.8 State DQE – Fluoroscopy dose (%). Preference will be given to the lowest dose system

- 7.5.9 Digital edge enhancement
- 7.5.10 Digital filtration
- 7.5.11 Cine loop after a scene
- 7.5.12 Electronic collimation
- 7.5.13 Text annotation and free word insertion
- 7.5.14 Graphic calculation of angles and relative distances

7.6 The system storage capacity should be at least 15 000 images of 1K x 1K x 12 bits

BIDDER'S COMMENTS:

8 GENERAL ISSUES

SAFETY STANDARDS OF THE SYSTEM

- 8.1 X-ray machine should be CE marked
- 8.2 X-ray Compliance to IEC 601

BIDDER'S COMMENTS:

9 IT INTEGRATION

- 9.1 The system must have the following DICOM compatibility:
 - 9.1.1 DICOM print class
 - 9.1.2 DICOM storage class
 - 9.1.3 DICOM query/retrieve
 - 9.1.4 DICOM worklist
 - 9.1.5 The system must comply to the following IHE profiles (Integrating the Healthcare Enterprise)
 - 9.1.6 Scheduled Workflow (SWF)

9.1.7 Patient Information Reconciliation (PIR)

9.1.8 Simple image and Numeric Reports (SINR)

BIDDER'S COMMENTS:

10 POWER REQUIREMENTS

10.1 Bidders must state the power requirements for the system offered.

10.1.1 Bidders must include a UPS (uninterrupted power supply) powering the main control unit in order to protect acquired images and safely power down the system. This UPS is not expected to allow further acquisition of images and will have a backup time of between 10-15 minutes or as required by the aforementioned functions.

BIDDER'S COMMENTS:

11 INSTALLATION

11.1 The final bid price must include:

- i) De-installation including the removal to a place designated by the Hospital management.**
- ii) Building alterations to accommodate the new equipment and**
- iii) Delivery, installation and commissioning of equipment.**

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

11.2 The proposed layout of the equipment must be discussed with the Department of Health prior any building alterations.

11.3 The layout and the alterations must be shown on a plan that must be submitted with the bid document

11.4 The Bidders must satisfy themselves as to the environmental conditions. Any additional features that are required, such as air conditioning, must be detailed and be included in the offered price.

11.5 The bid price must include:

- i) The necessary QA test, any additional items, modifications or building alterations required to meet the requirements of the Directorate Radiation Control of the Department of Health.
- i) Must be final and inclusive of all the necessary components that make up the final bid price.

12 TRAINING

- 12.1. The successful bidder must offer continuous training to staff in the effective utilisation of the unit.
- 12.3. The successful Bidder must at no extra cost provide additional ongoing training for end users and technical staff on the equipment offered.

BIDDER'S COMMENTS:

Clause 13

INSTALLATION

Clause 13.1

The final bid price must include delivery, installation, commissioning of equipment, and de-installation of existing equipment (if applicable), including the removal to place designated by local Hospital management. Prior arrangements must be made with Health Technology Services with regard to de-installation of the old unit.

BIDDER'S COMMENTS:

Clause 13.2

The proposed layout of the equipment must be discussed with the Radiographer/Radiologist in charge of the Institution and the Health Technology Services.

BIDDER'S COMMENTS:

Clause 13.3

The layout and the alterations must be shown on a plan that must be submitted with the bid documents.

BIDDER'S COMMENTS:

Clause 13.4

All costs associated with work required for the installation of the equipment such as fixing the equipment to the ceiling or floor or cutting channels must be included in the offered bid price.

BIDDER'S COMMENTS:

Clause 13.5

The Bidders must satisfy themselves as to the environmental conditions. Any additional features that are required, such as air conditioning, must be detailed and be included in the offered price.

BIDDER'S COMMENTS:

Clause 13.6

The Department of Health reserves the right to inspect the offered product on site regarding quality, performance and workmanship before a final decision is made.

BIDDER'S COMMENTS:

Clause 13.7

The bid price must include the necessary QA test, any additional items, modifications or building alterations required to meet the requirements of the Directorate Radiation Control of the Department of Health.

BIDDER'S COMMENTS:

Clause 14

FULLY COMPREHENSIVE MAINTENANCE CONTRACT

Clause 14.1

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

Clause 14.2

This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate, X-Ray tubes and other glassware), labour, traveling, accommodation, service and maintenance. The five year maintenance plan must also include all Quality Control and Quality Assurance requirements, including all required calibrations.

Clause 14.3

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

Clause 14.4

The bidder must state the number of services per annum that are required for the equipment offered as per the manufacturer's recommendations and attach proof of this from the Original Equipment Manufacturer (OEM).

Clause 14.5

The bidder must complete the attached Service Level Agreement (**Annexure**) and detail costs on the Annexures provided in the Service Level Agreement.

BIDDER'S COMMENT

ANNEXURE B
FULLY COMPREHENSIVE SERVICE AGREEMENT

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

Activity	Cost of Activity

Bidder: _____

Signature: _____ Date: _____

DETAILED TECHNICAL SPECIFICATION

GENERAL INFORMATION REQUIRED

FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER

Make: _____

Model Number / Part Number for: _____

Country of Origin _____

Delivery Period _____

R S A Import Permit Holder _____

BIDDER _____

SIGNATURE _____ DATE _____

ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

CONTACT PERSON _____
(PLEASE PRINT)

GENERIC ELECTRICAL/MECHANICAL/STRUCTURAL REQUIREMENTS FOR ALL EQUIPMENT INSTALLATION

NOTES TO CONTRACTORS/TENDERERS:-

All items are to be priced fully inclusive of all charges e.g. labour, scaffolding, materials, profit, etc. but excluding Value Added Tax.

Contractors are warned that the institution is fully functional and occupied.

The Administration reserves the right to negotiate prices in the Bill of Quantities.

All rubble and redundant equipment shall be removed from the institution's property by the Contractor as soon as is practically possible.

All equipment and materials used in this contract shall be that which is specified or other approved. Other approved shall mean prior to submission of tender.

The Contractor is advised to examine the drawings and to visit the site prior to tendering to acquaint him/herself with the nature of the work to be done and access to the siting of the existing buildings etc., as no claim will be permitted on the grounds of ignorance of the conditions under which the work will be executed.

Contractors are advised that the Mechanical and Electrical Contractors will run concurrently with the Structural contract and are requested to work in consultation with the appointed Contractors in this regard.

All work shall be carried out according to the Department of Health's Standard Preambles to all Trades-copies of which can be collected from the Department's offices at 191 Chapel Street, Pietermaritzburg,-the OHS Act, National Building Code of Practices and Regulations and the SANS 10142-1 Code of Practice for the Wiring of Premises as well as the National Building Regulations. The relevant service provider must ensure that the necessary CIDB grading for the building alterations to be conducted is adhered to. The CIDB grading classifications and ranges are as follows:

Classifications

- GB – General Building Works
- EB – Electrical Engineering Works - Building
- ME – Mechanical Engineering Works

Ranges

- Grade 1: From R0.00 to R649 999.00
- Grade 2: From R650 000.00 to R1 999 999.00
- Grade 3: From R2 000 000.00 to R3 999 999.00

All quantities are provisional and shall be remeasured after completion of the works and prior to the submission of any invoices for work done by the Contractor.

Electrical Installation					
Provisional Item No	Description	Unit	Qty	Rate	Total
1	Allow for the appointment of an accredited Health, Safety and Environment Consultant to prepare safety and risk assessment plans including supervision thereof for the duration of the contract	Item			
2	Isolate, disconnect and remove existing light fittings and redundant X-Ray machine DB	Item			
Provisional Item No	Description	Unit	Qty	Rate	Total
2a	Supply and install ILM/SFC/RCE/258 fluorescent fitting complete with electronic ballast and lamps or other approved for ceilings other than suspended ceilings OR see 3 below.	No			
3	Supply and install ILM/DNL/CNV/60W incandescent light fitting complete electronic ballast and lamps or other approved for ceilings where drop-in fittings are required (suspended ceilings)	No			
4	Supply and install ILM/DNL/CNV/60W incandescent light fitting complete with globes or other approved.	No			
	<u>Distribution Boards supplied and installed in position complete with all switchgear, bus-bar work, terminal wiring, lacing, labelling, warning notices, tested and commissioned as specified and shown on the drawings. At least 30% free space must be allowed for future expansion. The Project Leader shall approve design of all Distribution Boards prior to manufacture.</u>				
5	Supply and install and connect new X-ray DB as per spec. DB obtainable from Panel Technique only. Reuse existing cable. DB shall be positioned behind the protective cubical in the most convenient position that will not impede the staff in any way.	No			
6	Supply and install labelling to conform to DOH Policy Document on the Design of Electrical Installations.	Item			
7	Supply and install Emergency Push Stop/Twist release button on cubicle wall at 1600mm A.F.F.L as indicated on drawing including wiring to new X-Ray DB	Item			
8	Supply and install PVC Trunking 100x100mm with covers. Allow for bends, elbows etc. Grey in colour.	m			
9	Supply and install medium duty (76.2x36mm) galvanised cable tray in ceiling space if required. Cable tray shall be bonded to X-Ray DB board using 4mm PVC earth wire and approved lugs suitably crimped.	m			

10	Supply and install 2 lever plus rotary type dimmer switch for incandescent bulkhead light fittings in X-Ray room including tubing and wiring between light fittings, switches and DB. Incandescent fitting above cubicle shall NOT be dimmable. All toggles on light switches shall be RED in colour.	No			
11	Supply and install 60A DP weatherproof Isolator for A/C unit including tubing and wiring from the existing DB. Allow for the supply and installation of a 30A SP MCB in the existing DB for the supply to the extract fan.	Item			
12	Supply and install 60A DP Isolator for extract fan including tubing and wiring from the existing DB. Allow for the supply and installation of a 20A SP MCB in the existing DB for the supply to the extract fan.	Item			
13	Supply and install inside cubicle area surface mounted above counter 1 x duo 16-amp switched socket outlet including tubing and wiring from existing DB. All toggles on switch socket outlets shall be RED in colour.	Item			
14	Replace all existing switched socket outlets with new. All toggles on switch socket outlets shall be RED in colour	No			
15	Replace all existing light switches with new . All toggles on light switches shall be RED in colour	No			
16	Supply and install new viewing box. Type HU-XRU-03	No			
17	Issue of Compliance Certificate in accordance with SANS 10142-1 Code of Practice	Item			
18	3 channel epoxy powder coated trunking above work tops.	m			

Mechanical Installation

Provisional Item No	Description	Unit	Qty	Rate	Total
19	Supply and install Xpelair GX 9 Extractor fan and suitable and approved ducting to exterior of building or other approved for X-Ray room	No			
20	Supply and install a SANS approved 12000BTU mid wall reverse cycle air-conditioning unit complete with piping etc. in a position approved by the Project Leader.	No			

Structural

Provisional Item No	Description	Unit	Qty	Rate	Total
21	Remove existing floor covering	m2			
22	Remove existing 100 x 100 spayed cement skirting	m			
23	Remove timber framed lead lined cubicle +/- 1,8m high	Item			

24	Remove and brick up door opening in 230mm thick wall making good surfaces ready for painting.	m2			
25	Remove existing stainless steel sink and glazed wall tiles including cutting and sealing off all water supply and drainage.	Item			
26	Remove existing ceiling and supporting framework. (Note siling on rake)	m2			
27	Remove existing machine floor mounted rail.	m			
28	Clean walls, removing flaking paint, repair cracks and prepare for painting.	m2			
29	Brick up opening typing new brickwork to existing with galvanised hoop iron ties every 5 th course. Plaster and prepare for painting.	m2			
30	Cut openings into existing 230mm walls size 250 x 150 and build in new 203 x 133 x 25kg Structural steel beams making good exposed and damaged brickwork. No 3 beams required.	m			
31	P1000X 2500 long white powder coated Unitruts bolted in 3 places to underside of beams with 12mm HT bolts with Nylock nuts.	No			
32	Install new 1200x600x6mm fibre cement embossed or vinyl cladded tiles with insulation. Exposed epoxy coted Tee ceiling suspension system with line perimeter. Tiles as in "ThermaClad" or other approved.	m2			
33	Cut into existing floor for new cable ducting trench size 350mm widex250mm deep x1,5m long. Concrete in base and sides.	m2			
34	Supply and fix into position building in new 304 stainless steel angle trim, grade 304 stainless steel duct cover size 400mm wide x 1,6mm thick. To duct edge trim. All as per X-Ray company's requirements.	m			
Provisional Item No	Description	Unit	Qty	Rate	Total
35	Pavelite screed to floor as "Flowcrete" or other approved compound.	m2			
36	2,5mm Superflex vinyl sheeting with welded joints.	m2			
37	MFE5 vinyl skirting welded to vinyl floor sheeting	m2			
38	Strip, seal and polish vinyl floor covering. 3 coats of sealer with final coat buffed up to a shine.	m2			
39	Supply, fit and connect to existing services new Hygia wash basin.	No			
40	Elbow action Medical Mixer tap as "Cobra" 515/055H-21	No			

41	Chromed waste and chromed bottle trap.(Not PVC chromed bottle trap)	No			
42	One undercoat and two coats of good quality wash and wear paint.	m2			
43	Sad down existing doors and frames, prime, undercoat and two coats of non-drip enamel paint.	m2			
44	Supply and install new lead lined protective cubicle with counter and cassette storage rack. Fit lead glass 600 x 400x 2.2mm pb.	No			
45	Grade 304 stainless steel sliding door cladding 1,2mm high x 1,6mm thick glued to door or with stainless steel counter sunk screws at 500mm c/c. Cladding returned on reveals.	m2			
46	Grade 304 stainless steel wall edge protectors 76x76x1,2m high x1,6mm thick glued to wall epoxy o with stainless steel counter sunk screws at 500mm c/c.	No			
47	Build in new lead lined speech grill	No			
48	Supply and fit 1500 x 2200 18mm particle board with 2..2mm lead infill sheet.Prime,undercoats of non-drip enamel	No			
49	Supply and fit new X-Ray entrance sliding door size 1830 x 2032 x 40mm. Complete with new heavy duty sliding door track, four door stoppers.2mm lead insert between panels. Door to cover 100mm over each side.	No			
50	18mm Melamine faced Bison Dura V313 cupboard with 32mm post formed Formica worktop with intermediate shelf. Silicone sealant against wall. Unit size 2500 x 600	No			
51	18MM Melamine faced Bison Dura V313cupboard with 32mm post formed Formica worktop with intermediate shelf. Silicone sealant against wall. Unit size 1500 x 600	No			
52	Supply and fit apron hanger to fit 3 aprons.	No			
53	Structural support steel beam and support walls to be certified by registered engineer. Certificate of compliance to be provided.	Item			
54	Sola 510 Medical basin	No			
55	200 x200 matt white glazed tiles with PVC edge trim above Sola basin.	m2			
56	Cut into existing 230mm wall and build in new window size 1245 x 1511 complete with sill, DPC and making good plaster.	No			
57	Elbow action Medical Mixer tap as "Cobra" 515-21	No			

Provisional Item No	Description	Unit	Qty	Rate	Total
58	New heavy duty chromed Hasp and Staple locking device 195 x 45x 3,5mm thick screwed in position. Heavy duty Padlock included.	No			
59	Redecorate existing pass through X-Ray hatch.	Item			
60	Sand down existing sliding door and re-varnish with two coats of polyurethane varnish.	m2			
61	Grade 304 Stainless steel wall edge protectors 76 x +-40 x76x1,2m high x 1.6mm thick glued to sliding door with epoxy or with stainless steel counter sunk screws at 500mmc/c.	No			
62	Pelmet over sliding door gear 19mm thick x 300 wide x 3,6mm long timber primed, under coat and two coats of non-drip enamel paint. Allow for brackets and fixing in position.	No			
63	Service existing sliding door gear and adjust where required.	Item			
64	600mm wide x 32mm thick moisture resistant V313 particle board post formed Formica worktop with two, 500mm wide 3 drawer non lockable units constructed out of 18mm thick moisture resistant V313 particle board melamine faced. Allowance to be made for all wall cleats, intermediate supports where required. Silicone sealant against vertical faces.	m			
65	1200mm x 1000 Parrot pinning board or other approved fixed in position.	No			
66	2mm Lead sheeting per roll.	No			
67	Lead glass window 800x500x2,2mm	No			
68	50x50 2mm Aluminium angle plugged and screwed to aperture reveals for lead glass window	m			
69	Out of Bucky Cassette holder wall mounted bracket.	No			
70	Alterations for the relocation of medical gas outlet points and renumbering accordingly.	No			
71	Sand and re-varnish slatted timber seats in change cubicle. Two coats of polyurethane varnish.	Item			
TOTAL SUPPLY AMOUNT					
CARRIED FORWAD TO QUOTATION FORM					



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

Ref. 14/8/3/1(2240)

MAINTENANCE SERVICE AGREEMENT

ENTERED INTO BY AND BETWEEN

KWAZULU-NATAL THE DEPARTMENT OF HEALTH

for and on behalf of the

KWAZULU-NATAL PROVINCIAL ADMINISTRATION

(Hereinafter referred to as “the Department”)

Represented herein by the Head: Health

DR M GUMEDE

and

[Name of Service Provider]

[Registration Number]

(Hereinafter referred to as “the Service Provider”)

Represented herein by

[Name of Representative]

[Capacity]

being duly authorised thereto

Hereinafter collectively referred to as “the Parties”

PREAMBLE

WHEREAS the Department wishes to appoint the Service Provider for provision of maintenance and service of medical equipment at various health facilities in the Province.

AND WHEREAS the Service Provider has presented to the Department that it has the necessary skills, resources and capacity to maintain and service the relevant medical equipment.

AND WHEREAS the manufacturer of the relevant medical equipment confirmed in writing that;

- it is itself responsible for services and maintenance of its equipment; or
- it has appointed _____ **[Name of Service Provider]** as its sole agent to maintain and service its equipment; or
- it has appointed _____ **[Name of Service Provider]** as one of its agents to maintain and service its equipment.

AND WHEREAS the purpose of this Agreement is to formalise the relationship between the Department and the Service Provider in respect of the rendering of maintenance, service, repair and quality assurance tests (where applicable) to the medical equipment as stated in Annexure A attached hereto.

NOW THEREFORE the Parties deem it expedient to record the terms and conditions of their Agreement in writing as follows:

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement bear the meanings ascribed to them herein:

“Agreement” means this Agreement and includes all the annexures hereto.

“Department” means the Kwazulu-Natal Department of Health.

“Head: Health” means the Head of Department for KwaZulu-Natal Department of health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).

“Health Facilities” means Hospitals, Community Health Centres and Clinics under the auspices of the Department in the Province.

“HTS” means Health Technology Services, a Unit in the Department responsible for medical equipment.

“Parties” means the KwaZulu-Natal Department of Health and _____ **[Name of Service Provider]** Registration Number: _____.

“Province” means the KwaZulu-Natal Province.

“Preventative Maintenance” shall mean the periodic checking and calibration of the Equipment on a predetermined basis as set out in Annexure “A” in order to keep the performance of the Equipment as near as possible to the original operational specifications and will include repairs, adjustment and

replacement or parts, which are effected during routine Maintenance Services as well as during any other time when the Service Provider is called upon to effect repairs in the event of a malfunction of the Equipment. It shall include the introduction of modifications considered by the Manufacturer to be necessary. Such modifications will not lead to the restriction of the operational capability of the system and will not be made without the prior written consent of the Department.

“Corrective Maintenance” shall mean any necessary assistance from the Service Provider to locate and rectify faults which occur and are reported to the Service Provider either between or at the same time as Preventative Maintenance visits, and repairs, adjustments and replacement of parts which are found necessary during the course of Preventative Maintenance, and will not be made without the prior written consent of the Department.

“Day-to-day Maintenance” shall mean any daily processes which must be implemented for the equipment as per the original manufacturers manual and guidelines to ensure that the equipment is given the due care required.

“Original Parts” shall mean parts which are new or refurbished (where agreed upon with HTS) which are sourced from the original equipment manufacturer and carry the original equipment manufacturer’s warranty.

“Environment Factors” shall mean all infrastructural or other factors within the area of use of the equipment, which have a direct or indirect impact on the functioning of the equipment at its optimum rate.

2. INTERPRETATION

In this Agreement, unless the context otherwise indicates:

- 2.1 All words and expressions referring to any one gender shall be capable of being construed as a reference to the other gender.
- 2.2 The words signifying the singular should include the plural and vice versa.
- 2.3 A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa.
- 2.4 Words and phrases defined in this Agreement shall bear the meaning assigned to them throughout this Agreement.
- 2.5 Words and phrases used in this Agreement which are defined or used in any statute or regulation which applies to the subject matter, professional person, goods or services provided for in this Agreement shall be construed in accordance with the applicable statute or regulations.
- 2.6 Prior drafts of this Agreement or oral agreements in relation to the subject matter of this agreement shall not be taken into account in the interpretation of the contents of this Agreement.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature by the Parties, the provisions of this Agreement shall commence on the _____ and shall terminate on the _____.

- 3.2 This Agreement, including annexures, is subject to review annually, in order to update the list of equipment for relevance. This may result in changes to the agreement in the form of an addendum.
- 3.3 In the event that the department deems any piece of equipment listed in Annexure A to be condemned or disposed off, the department reserves the right to adjust the relevant list of equipment contained in Annexure A and to re-calculate the amount to be paid to the service provider in terms of this agreement. The department will consult with the Service Provider, in writing, 30 (Thirty) days prior to the adjustment being made.
- 3.4 Any medical equipment that is reaching end of life during the Service Period will be removed from the coverage of this Agreement by consent of both Parties. Parties can agree that suitable replacement equipment will be added to this Agreement. The Service Provider will deduct the service value of the end of life equipment pro-rata from the price payable in terms of this Agreement and, if agreed by the Service Provider and the Department, a new service value for the new equipment will be added pro-rata to the remaining Service Period.
- 3.5 This Agreement is subject to renewal for an additional period beyond the termination in terms of Clause 3.1 by mutual consent of both parties.
- 3.6 In the event of the Department wishing to renew this Agreement, the Department will consult with the Service Provider prior to the termination in terms of Clause 3.1.

4. THE OBLIGATIONS AND UNDERTAKINGS OF THE SERVICE PROVIDER

- 4.1 The Service Provider undertakes to service, maintain and repair medical equipment as listed in Annexure A
- 4.2 The Service Provider must attach a breakdown of work to be done in the maintenance and repair of the said equipment.
- 4.3 The service provide undertakes to provide training (Ad-hoc and periodical), in accordance with the original manufacturers guidelines, to the departments staff in accordance with the time-frames agreed upon by both parties and stipulated in annexure A-2 of this agreement.
- 4.4 The Service Provider undertakes to perform the service and maintenance in accordance with the original equipment manufacturer's specifications and guidelines.
- 4.5 If the Service Provider requires to make any updates, whether software or hardware related, to the equipment in order to enhance the equipment or rectify faults, the Service provider must ensure it has obtained written authorisation by the Heath Technology Services representative or a duly elected representative of the Department. On-going training, in relation to the updates, must be provided at no further cost to the Department.
- 4.6 All work carried out must be acknowledged by the Institutional Asset Manager, or the duly delegated official, together with the HTS Senior Technician (should there be one stationed within that institution).
- 4.7 Service and maintenance must be carried out in line with the terms agreed upon in this Agreement.

- 4.8 Service and maintenance must include the required software upgrades, which shall be limited updates within a functional platform and updates related to ensuring that the existing software is functioning optimally, as well as replacements of spare parts whenever required.
- 4.9 Corrective maintenance must be undertaken against either a telephonic or a written request either by the form of email or a text message (where applicable) by the representative of HTS or the duly elected representative at the institution.
- 4.10 The service provider must maintain an emergency call system for all Life Support Equipment and must provide engineers who will attend to the breakdown of such equipment within twenty-four (24) hours of such call being made.
- 4.11 Should any of the equipment become faulty within four (4) weeks of the next scheduled maintenance service, The Department may arrange to have the repair and the forthcoming scheduled maintenance service undertaken simultaneously and immediately.
- 4.12 In terms of this agreement, the service provider shall bear all costs with regard to the service and maintenance of medical equipment, which include, but no limited to:
- 4.12.1 Labour costs
 - 4.12.2 Spare parts

5. TIME AND PERFORMANCE OF DUTIES

- 5.1 The Service Provider and its staff shall be available to:
- 5.1.1 Provide service and maintenance from Monday to Friday excluding public holidays from 08h00 to 16h00.
 - 5.1.2 Provide service and maintenance, by agreement between parties, outside the hours at no extra cost.
 - 5.1.3 Perform emergency corrective maintenance at any time as requested by the representative of HTS or the duly authorised person where the equipment is located.
 - 5.1.4 Conduct all service, maintenance or other work on a date and time mutually agreed to by the Service Provider and the representative of HTS or the duly authorised person at the Institution.
- 5.2 The Service Provider hereby agrees to the repairs and maintenance time-frames as stipulated in Annexure A of this agreement
- 5.3 If the Service Provider's technician is not immediately available when a Service request is made the Service Provider's technician must return the call within three (3) hours. The maximum response time shall not exceed one (1) day from the Service request.
- 5.4 Maintenance Services must include all the work described by the original manufacturer specifications to be carried out by the Service Provider to the Equipment listed in Annexure "A" in order to keep the performance of the Equipment as near as possible to its original operational specifications, and includes repairs, adjustments and replacement of parts, unless otherwise specified, which are effected during routine Maintenance Services as well as during any other time when the Service Provider is called upon to effect repairs in the event of malfunctioning of the Equipment.

5.5 The cost of the above must be included in a fixed flat rate per machine per annum.

6. MAINTENANCE SERVICE CERTIFICATES

6.1 The service provider must ensure that a Maintenance Service Certificate is signed by the representative of HTS (if one is stationed at the institution) or the delegated official (Asset manager) at the institution after any work is undertaken.

6.2 All maintenance service certificates must include, where applicable, and not limited to:

6.2.1 Calibration certificate detailing information on the accuracy and reliability of Test Equipment used (certificate to be included).

6.2.2 Quality Assurance Test raw data signed by the representative of HTS or the delegated official and a copy must be left on site immediately.

6.2.3 The Service Provider's general comments on the condition, performance, use and misuse of the equipment at commencement and completion of any work undertaking.

6.2.4 A description of all faults observed, that shall require or give rise to repairs of a major nature and which he or she considers should be attended to and the recommended steps to be taken to deal with such faults.

6.2.5 A quotation, in respect of all equipment repairs and parts thereof and the costs of the recommended steps, which do not form part of this Agreement.

6.2.6 No work resulted from clause 6.2.4 above shall be undertaken unless the Service Provider has received a written authorisation to do the work from the Department.

6.2.7 **HTS Staff** may be present on occasions on site when the Service Provider is carrying out Safety and performance checks or Maintenance.

6.3 The Technician(s) must be Original Equipment Manufacturer (OEM) trained to deal with the service, repair and calibration of the equipment quoted on. **Proof or Certification of original Equipment Manufacturer (OEM) Training must be submitted with this Agreement.**

6.4 The Service Provider, as defined, shall not subcontract any of the work covered under this Agreement without prior approval from the Department.

6.5 The Department shall have the right to instruct the Service Provider to remove from site any of the Service Provider's employees who at the sole and absolute discretion of the Department is found to be:

6.5.1 Incompetent.

6.5.2 Not properly qualified and/or not suitably skilled to perform his/her respective tasks.

6.5.3 Is found to be under the influence of alcohol or drugs, or disorderly on Site.

6.5.4 Is unwilling to perform his respective tasks.

7. RECORDS AND REPORTS

7.1 The Service Provider shall maintain up to date records for each item of equipment listed in Annexure A.

7.2 The Department will keep an Equipment Record Book/File in which the Service Provider must sign after every service to the Department.

7.3 It is the responsibility of the Service Provider to submit monthly records of work done, by no later than the tenth (10) day of the following month and proof of work carried out. Failure to submit such reports may result in payment being with-held by the Department.

7.4 The monthly reports provided by the service provider, as per clause 7.3, must include the following:

7.4.1 Risk assessment of equipment

7.4.2 Environmental factors assessment

7.4.3 Breakdown of cost for the work done during corrective maintenance

7.4.4 Breakdown of monthly cost for preventive and corrective maintenance

7.5 The Maintenance Service Certificate / Report shall also include:

7.5.1 The statement must be made on Hospital Form PH4 in accordance with the instructions contained in the cover of the book and included as Annexure "B1" to this Agreement.

7.5.2 The technician's or representative's comments in general on the conditions and performance of the Equipment as he found it at commencement of the Service and also at the completion of the Service;

7.5.3 A description of all faults observed, or likely to develop, that will require or give rise to repairs of major nature, which he considers should be attended to and the recommended steps to be taken to deal with such faults.

7.5.4 The Department will provide the Repair book (PH in a book Format) to be used by the Service Provider.

7.5.5 The Service Provider together with the Provincial Health Institution's Staff must maintain:

7.5.5.1 An up-to-date service record for each item of Equipment listed as per Annexure "A", at the Provincial Health Institution where such Equipment is located.

7.5.5.2 A duplicate up-to-date service record and cost at its primary business location in the Province.

8. EQUIPMENT WARRANTY, REPLACEMENT AND REMOVAL

8.1 The Service Provider undertakes that all equipment and parts supplied by him will be the original equipment and parts specific to the brand of equipment being serviced and shall therefore carry the warranty of the manufacturer of the said equipment.

The service provider warrants that replacement parts supplied by him during the service level agreement is of the same equipment manufactures specifications, if any modification to parts or system has to done then Health Technology Services must be informed in writing of such. The parts must carry a 12 month warranty period, or the warranty period stipulated by the original manufacturer's specifications, and if the part is replaced more than once then a root cause analysis must be completed to ensure that the unit functional optimally as prescribed by the original

- 1.1 equipment manufacturer. Parts that are deemed refurbished must be brought to Health Technology Services attention with all the necessary certificates from the original equipment manufacturer with regards to warranties and safety.
- 1.2 Any parts or sundries items must be disposed of by the service provider (not at the hospital / facility premises but their own) to ensure environmental; health and safety acts; and all bylaws are adhered to.
- 1.3 The Department reserves the right to inspect the Service Provider's premises at any given time, upon fourteen (14) days notice.
- 1.4 Should the Service Provider not be able to carry out any repair work as stipulated in the Agreement, the Service provider must advise the representative of HTS or the delegated official at the Institution immediately in writing.
- 1.5 In the event that the Service Provider is unable to provide maintenance/service on Life Support Equipment within the stipulated time, the Service Provider is obligated to provide an equivalent loan machine to ensure continuity of services at no extra cost to the Department.
- 1.6 The Service Provide may not remove any part or component, excluding parts which require disposal as per clause 8.3, from the institution without prior consent by the representative of HTS or a delegated official.
- 1.7 Any equipment or part thereof removed from the Institution or delivered to the Service Provider shall become the responsibility of the Service Provider and if lost or damaged shall be immediately replaced or repaired by the Service Provider, at no cost to the Department.

2. MAINTENANCE METHODOLOGY

- 2.1 Planned Preventative Maintenance will be included in this Agreement at no extra cost to the Department. A Planned Preventative Maintenance (PPM) schedule will be followed in line with Annexure A.
- 2.2 Corrective Maintenance (CM) will be included in this Agreement at no extra cost to the Department. All repairs and upgrades shall only be performed upon receipt of a written / telephonic request and approval by the Department. All parts and accessories used during the repairs will be provided by the Service Provider at no extra cost to the Department.
- 2.3 In the case where the repair falls outside the terms of this Agreement, a purchase order will be generated by the Department upon receipt of a written quotation. The repair will be carried out by the Service Provider upon authorisation of this purchase order by the Department.
- 2.4 For emergency breakdowns which fall outside of the Agreement, work must be quoted within twenty-four (24) hours of the request by the Department.
- 2.5 On completion of the maintenance service or inspection or any other work, the Service Provider shall complete a Maintenance Service Certificate, the Individual Equipment Repair Book/File as well as a detailed job card signed by the Department Authorised Person.

9. OBLIGATIONS OF THE DEPARTMENT

- 9.1 The Department shall take care of the day-to-day maintenance of the equipment listed in Annexure A, in accordance with the instructions contained in the operator's manual provided by the manufacturer. Which should include, but is not limited to:

- 9.1.1 ensure that the area in which the relevant equipment are kept is maintained in a clean and sanitary condition and that the medical equipment is cleaned and decontaminated after contact with blood or other potentially infectious material;
 - 9.1.2 dispose of any hazardous biological waste generated as a result of the Service Provider servicing the medical equipment.
 - 9.1.3 ensure that the Premises are kept and environment (including temperature and humidity control, incoming power quality, water quality, air quality, and fire protection system) in a condition suitable for operation of the medical equipment and in accordance with the Premises specifications. This includes but is not limited to:
 - Ensuring cooling water flow and stability as per equipment specification;
 - Cryogenic refrigerator mains power stability as per equipment specification; and
 - Chiller or water cooler incoming mains power stability as per equipment specification.
 - 9.1.4 Operate the medical equipment in accordance with the published manufacturer's operating instructions.
 - 9.1.5 Make normal operator adjustments to the medical equipment as specified in the published manufacturer's operating instructions.
 - 9.1.6 Provide the Service Provider or third party with full and free access to the medical equipment at the scheduled service time. Department's failure to provide access at the scheduled time will constitute Department's waiver of the scheduled planned maintenance service and releases Service Provider from its obligations under this Agreement without any liability whatsoever until such time as planned maintenance service for the specified equipment is re-scheduled and agreed by both parties or their delegated officials.
- 9.2 Where items of equipment have been identified as defective, not fully functional or requiring repairs, and the Department is in agreement with such assessments, the Service Providers such be liable for repairs to such equipment, in terms of this agreement.
- 9.3 The representative of HTS or his designee at the Institution shall timeously notify the Service Provider when corrective maintenance is required for equipment listed in Annexure A.
- 9.4 In the event it comes to the attention of the Head: Health or his Assignee that the Service Provider has failed to provide preventative or corrective maintenance for equipment as listed in Annexure A, inclusive, he or she shall notify the Service Provider in writing of such failure to maintain equipment and specify the period in time in which such defect must be remedied.

In the event it comes to the attention of the Head: Health or his Assignee that the Service Provider has failed, in terms of Clause 7, to maintain up-to-date service records for each item of equipment

- 1.1 listed in Annexure A, inclusive, in the Provincial health institution where such equipment is located, he or she shall notify the Service Provider in writing of such failure to maintain the required service records and specify the period of time in which such defect should be remedied.
- 1.2 In the event it comes to the attention of the Head: Health or his Assignee that the Service Provider has failed to submit monthly written reports required in terms of clause 9.3, inclusive, he or she shall notify the

Service Provider in writing of such failure to submit the required monthly written reports and specify the period in time such defect must be remedied.

- 1.3 The Department shall pay the Service Provider a predetermined amount, **which may not exceed** R_____ (_____) per month for preventative and corrective maintenance of all equipment listed in Annexure A, inclusive, for the duration of the Agreement as per Clause 3.1, with payments to be made in terms of Annexure A1.
- 1.4 The Department shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required for the Service Provide to realise its obligations in terms of this Agreement. The rate of exchange, as agreed upon in this agreement is subject to review annually and shall be adjusted with consent by both parties.
- 1.5 The Department considers the following to be a material breach of this agreement and may invoke the terms stipulated in clause 11 if the Department determines:
 - 1.5.1 The Service Provider has failed to submit any written report required in terms of this Agreement;
 - 1.5.2 Any written report submitted by the Service Provider, in terms of this Agreement, is inaccurate, misleading, or demonstrates insufficient activity or an inability to realise its obligations in terms of this agreement;
 - 1.5.3 The Service Provider has failed to respond timeously to Departmental requests to maintain or repair equipment; or
 - 1.5.4 The Service Provider has failed to deliver on any other obligation required by this Agreement.
- 1.6 The Department shall be entitled to take any action which is reasonably necessary to ensure that required services under this Agreement are delivered and that funds are expended in terms of this Agreement.

2. BREACH OF AGREEMENT

- 2.1 A Party shall be deemed to be in breach of this Agreement should the Party fail to comply with any material provisions of this Agreement.
- 2.2 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:
 - 2.2.1 cancel this Agreement in the event the defaulting Party committed a material breach
 - 9.4.1 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance;
 - 9.4.2 Claim damages suffered, as limited under this Agreement

10. PENDING LEGAL ACTION

- 10.1 The Service Provider shall provide written notification to the Department of any pending legal action against the Service Provider within ten (10) days of becoming aware of such legal action.

11. INSOLVENCY

- 11.1 In the event the Service Provider institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Agreement immediately.
- 11.2 In the event of assets and monies issued to the Service Provider in terms of this Agreement, such assets and monies shall be excluded from the estate of the Service Provider and shall be returned immediately upon clause 13.1 coming into effect.

12. TERMINATION

- 12.1 This agreement shall terminate in terms of clauses 3.1, 11.2.1 and 13.1.
- 12.2 This Agreement may be terminated by either party on thirty (30) days written notice to the other party.

13. INDEMNITY

- 13.1 The Service Provider hereby indemnifies and holds the Department harmless against any claim of whatsoever nature and however arising out of the wilful or negligent action or omission of the Service Provider, including its volunteers and employees;
- 13.2 The Service Provider hereby indemnifies and holds the Department harmless against any claim relating to diseases contracted by the Service Provider's employees/consultant or any other person during the performance of the agreed upon services.

14. DISPUTE RESOLUTION

- 16.1 Should any dispute arise between the Parties in terms of the interpretation or application of the provisions of this agreement, the Parties shall be required to first attempt to resolve the dispute amicably between themselves by negotiations. Should the dispute remains unresolved within 14 (fourteen) days, then the dispute shall be referred to and determined by arbitration in terms of Arbitration Act, No 42 of 1965 by an arbitrator or arbitrators agreed to by the Parties.
- 16.2 In the event of the Parties failing to reach consensus on an arbitrator, the President of the Council: KwaZulu-Natal Law Society shall appoint an impartial arbitrator with necessary expertise to resolve such dispute.
- 16.3 The Parties irrevocably agree that the decision of the arbitrator shall, in the absence of manifest error:
- 16.3.1 be binding on them;
 - 16.3.2 be carried into effect;
 - 16.3.3 be capable of being made an Order of any Court of competent jurisdiction.
- 16.4 The provisions of Clause 16 shall not operate to prevent either Party from seeking urgent interim relief from the High Court, pending arbitration or other legal action, where such is appropriate in the circumstances.

15. GENERAL

- 15.1 No rights or obligations in terms of this Agreement may be ceded, transferred or delegated by the Service Provider to another party without the prior written consent of the Department, which consent shall not be unreasonably delayed or withheld.
- 15.2 The Agreement constitutes the entire contract between the Parties.
- 15.3 No Party may be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.
- 15.4 No alteration of, variation of, or amendment of this Agreement, including this Clause shall be of any force and effect unless it is reduced to writing and signed by the duly authorised representatives of the Parties.
- 15.5 No indulgence, leniency or extension of time which either party may grant or show the other shall in any way prejudice the granting party or preclude the granting party from exercising any of its rights in the future.
- 15.6 In the event that any provision in this Agreement is deemed invalid or illegal or unenforceable, such provision is to be construed in isolation and shall not affect any other provision or provisions in this Agreement.

16. FORCE MAJEURE

- 16.1 If a *Force Majeure* Event causes delays in, the failure or partial failure of performance by the Service Provider of any or all of its obligations under this Agreement, then the Service Provider's performance of those obligations shall be suspended for so long as the *Force Majeure* Event prevails and the Service Provider shall not be in breach of its obligations in terms of this Agreement.
- 16.2 The Service Provider shall give written notice of the *Force Majeure* Event to the Department, specifying the nature and date of commencement thereof. The notice shall be dispatched by the Service Provider to the Department as soon as reasonably possible after the commencement of the *Force Majeure* Event.
- 16.3 The Service Provider shall give the Department written notice of the cessation of the *Force Majeure* Event as soon as possible, but by no later than 5 (five) Business Days after the *Force Majeure* Event has ceased to persist. No Party shall subsequently be obliged to comply with the obligations suspended during such period.
- 16.4 The Service Provider may cancel this Agreement if a *Force Majeure* Event affects any material part of this Agreement for a period of 90 (ninety) days or longer by sending written notice of cancellation to the Department. The cancellation shall take effect within 30 (thirty) days from the date of receipt of such notice by the Department, provided that the *Force Majeure* Event still persists.

17. DOMICILLIUM CITANDI ET EXECUTANDI

- 17.1 Any notice in terms of this Agreement shall be delivered to the physical addresses of the Parties, or shall be sent by registered post to the postal addresses of the Parties.
- 17.2 Any notice shall be deemed to have been received by the Party to whom it is addressed or delivered when receipt thereof is acknowledged by means of a signed delivery receipt.

17.3 The Department chooses for the purposes of this Agreement its *domicilium citandi et executandi* as follows:

The Department Street Address: KwaZulu-Natal Department of
Health
Natalia Building
330 Langalibalele Street
Pietermaritzburg, 3201

The Department Postal Address: KwaZulu-Natal Department of
Health
Private Bag X9051
Pietermaritzburg
3200

17.4 The Service Provider for the purpose of the Agreement its *domicilium citandi et executandi* is as follows:

The Service Provider Street Address: _____

The Service Provider Postal Address: _____

19. COSTS

Each Party shall bear its own costs in the negotiation, preparation and finalisation of this Agreement.

SIGNED AT _____ on the ____ day of _____ 2017.

AS WITNESSES

1. _____ (Signature)
_____ (Print name)

2. _____ (Signature)
_____ (Print name)

THE SERVICE PROVIDER

By _____ (Signature)

Print Name of Assignee

Capacity and duly authorised hereto

SIGNED AT _____ on the _____ day of _____ 2017.

AS WITNESSES

**KWAZULU-NATAL DEPARTMENT
OF HEALTH**

1. _____ (Signature)

(Print name)

By _____ (Signature)
Dr M Gumede, Head: Health for and on behalf of the
KwaZulu-Natal Department of Health or his Assignee

2. _____ (Signature)

(Print name)

Print Name of Assignee

Signature of Assignee

Capacity

NAME OF COMPANY: _____

CONTRACTORS SIGNATURE: _____

DATE: _____

APPROVAL DEPARTMENT OF HEALTH

SIGNATURE: _____

DESIGNATION: _____

DATE: _____

COMPREHENSIVE MAINTENANCE AND SERVICE AGREEMENT

MONTHLY BILLING SUMMARY

Reference HTS _____

Institution _____

With effect from _____ to _____

	<i>Month</i>	<i>Year</i>	<i>Sub-Total Per Month</i>	<i>V.A.T</i>	<i>Total Per Month</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
				Total Per Annum	R
				V.A.T. Included	

NAME OF COMPANY: _____

SIGNATURE: _____

DATE: _____

APPROVAL OF DEPARTMENT OF HEALTH

SIGNATURE: _____

DESIGNATION: _____

DATE: _____

APPLICATION TRAINING

Application Training per modality:

INCLUSIONS AND EXCLUSIONS

Primary Option includes:

Primary Option excludes:

PENALTY CLAUSE

Penalty clause

The Maintenance Agreement shall include the following:

Uptime of 95% shall be calculated over a 12 monthly period.

The **Company** will evaluate on a 6 monthly basis the uptime achieved during that period.

DOWN TIME

Downtime shall count from the time that a breakdown notification is being logged by telephone, until the time when the equipment is handed back to the user.

Calls must be received between the **Company's** normal working hours – and only hours within that window shall be counted as time lost.

All routine and planned preventative maintenance hours will not be considered as downtime.

Downtime, caused by any of the following, shall not be considered for the purpose of this maintenance Agreement:

- Routine and planned preventative maintenance.
- Equipment updates that improve system performance and cannot be carried out during routine maintenance and have been scheduled by initial agreement.
- Any breakdown, but not limited to, to non-observation of the environmental parameters (i.e. room temperature and humidity level outside specified level range, hospital ventilation breakdown, etc.).
- Non observation of power supply requirement parameters.
- Breakdown of peripheral equipment, such as disk drives, camera, injector, etc. that does not exclude the user's ability to continue imaging.
- Force majeure, acts of God or the public enemy, acts of the government, civil or military, in either its sovereign or contractual capacity, acts of suppliers, wars, fire, floods, earthquakes, epidemic quarantine restrictions, strikes, labour disputes, civil disturbances, freight embargoes, customs delays and unusually severe weather.
- Unauthorised attempts by the user or third party to repair or rectify the fault.
- Any operation error or negligence of the user.
- Time spent by Philips Service personnel awaiting access to the Equipment or to **Customer's** records

Downtime shall not be counted if the **Customer** or user continues to image patients after a breakdown call has been logged, or if access for service or repair purposes is denied or delayed upon the arrival of the Philips Medical Systems engineer.

MEASUREMENT FORMULA:

(Base Hours – Out of Service Hours) = Uptime Hours

(Uptime Hours / Base Hours) * 100 = Uptime Percentage

Measurement Example # 1:

Base hours = 7AM to 5PM Monday through Friday (Public Holidays average 10)

2,500 base hours – 120 hours out of service hours = 2,380 Uptime Hours

(2380 / 2500) * 100 = **95% Uptime**

For Equipment covered by a Customer Service Agreement (CSA) that includes an Uptime Guarantee and in the event that the up-time goal specified by the CSA is not achieved, the specific affected equipment will be covered by the Company for a period according to the following schedule at no cost to the Customer commencing from the date of expiry of existing contract.

Uptime Primary CSA	CSA extension in weeks:
98%-100%	None
97%-97.9%	None
96%-96.9%	None
95%-95.9%	None
94%-94.9%	2 Weeks
93%-93.9%	4 Weeks
92%-92.9%	6 Weeks
<92%	8 Weeks
<90%	8 Weeks

PAYMENT OPTIONS & RATE OF EXCHANGE

Monthly in arrears - payment due **30 days** from date of invoice.

The financial charges in the **Agreement** to which this **Annexure A-5** is annexed have been calculated at the following **3 month average** rate of exchange (ROE) namely:

_____ (Include Exchange Rate)

The above **average** rates of exchange apply particularly to **spare parts** and **overseas technical support**.

The parties record that the financial charges referred to above are constituted by the following:

1. Labour - _____
2. Spares - _____
3. Overseas technical support - _____

Variations exceeding 8% in the above mentioned rate of exchange relating to the spares and overseas technical support which constitutes _____ of the value of the contract or the impositions of custom duties and surcharges by the government will be calculated on a quarterly basis. The 3 monthly forward rates, as stipulated by Nedbank, at the time of calculation, will be applied (if greater than 8% variation) to the _____ imported content value and will come into force with immediate effect.

Annual ROE calculation and adjustment is applicable to this contract, and a **ROE** variation **invoice or credit** will be provided at the end of a contract year if the variation exceeded the 8% variations