PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	DOH(FS)06/2026/2027	CLOSING DATE:	07 AUGUST 2026	CLOSING TIME:	11:00 am
DESCRIPTION	SUPPLY, DELIVERY, DECOMMISSIONING, CONFIGURATION, INSTALLATION, ACCEPTANCE, TRAINING, COMMISSIONING, QUALITY ASSURANCE, SERVICE AND MAINTENANCE OF X1 COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT WITH A 2-YEAR WARRANTY AND 5 YEARS FULL COMPREHENSIVE SERVICE AND MAINTENANCE PLAN. PERIOD: ONCE-OFF PROCUREMENT OF EQUIPMENT AND FIVE YEARS (05) MAINTENANCE PLAN				

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

DEPARTMENT OF FREE STATE HEALTH.

GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR.

C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN.

DEPARTMENT OF FREE STATE HEALTH.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**C.J.B Naicker**	CONTACT PERSON	**Mr.J.TMoeketsi: Mr.S.M Nombula:**
TELEPHONE NUMBER	**051 408 1707/1457**	TELEPHONE NUMBER	**051-405 1616051-405 1765/62**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**NaickerCJB@fshealth.gov.za**	E-MAIL ADDRESS	**MoeketsiJT@fshealth.gov.za** **NombulaSM@fshealth.gov.za**

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: **DOH (FS)06/2026/2027** Attendance list number: _____

DOH(FS)06/2026/2027: SUPPLY, DELIVERY, DECOMMISSIONING, CONFIGURATION, INSTALLATION, ACCEPTANCE, TRAINING, COMMISSIONING, QUALITY ASSURANCE, SERVICE AND MAINTENANCE OF X1 COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT WITH A 2-YEAR WARRANTY AND 5 YEARS FULL COMPREHENSIVE SERVICE AND MAINTENANCE PLAN.

PERIOD: ONCE -OFF PURCHASE OF EQUIPMENT AND FIVE (05) YEAR SERVICE MAINTENANCE PLAN.

Attendance of the explanatory meeting is COMPULSORY

An official of the Department must sign this certificate at the explanatory meeting. No certificate will be signed outside the meeting. The original certificate must be included in the bid document and will not be accepted after the closing time and date of the bid.

COMPULSORY EXPLANATORY MEETING DATE: 21 JULY 2026

TIME: 10H00

VENUE: Venue: Pelonomi Tertiary Hospital
Radiology Boardroom
Bloemfontein,
9301

CONTACT PERSON/S: Mr. J.T Moeketsi: 051-405 1616
Mr. S.M Nombula: 051-405 1765/62

This is to certify that _____ in his/her capacity as

_____ of the company _____ has attended the

Compulsory Explanatory meeting on the _____ day of _____ 2026 and is

therefore familiar with circumstances and the scope of the items to be supplied.

_____ _____
SIGNATURE /DEPARTMENTAL OFFICIAL **RANK**

_____ _____
SIGNATURE OF REPRESENTATIVE OF COMPANY **DATE**

OFFICIAL DATE STAMP

*** Note: Only one certificate per company**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES / NO**

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

Full Name	Identity Number	Name of State institution

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

4.

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

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

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

5.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

6.

health
Department of Health
FREE STATE PROVINCE

SUPPLY, DELIVERY, DECOMMISSIONING, CONFIGURATION, INSTALLATION, ACCEPTANCE, TRAINING, COMMISSIONING, QUALITY ASSURANCE, SERVICE AND MAINTAINANCE OF;

1. COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1).

WITH A 2 YEAR WARRANTY AND A 5 YEAR FULL, COMPREHENSIVE SERVICE AND MAINTENANCE PLAN.

FOR FREE STATE DEPARTMENT OF HEALTH.

Contact Person(s):

Mr JT Moeketsi
Chief Radiographer
Pelonomi Tertiary Hospital
121 Dr Belcher Road
Ashbury
Bloemfontein
9301
Tel: 051 405 1616

& Mr SM Nombula
Assistant Director Radiography
Pelonomi Tertiary Hospital
121 Dr Belcher Road
Ashbury
Bloemfontein
9301
051 405 1765/62

SECTION B:

SPECIAL CONDITIONS OF TENDER

TABLE OF CONTENTS

1. INTRODUCTION

This document is an invitation to suppliers of Radiology imaging equipment to bid for procurement of; **A COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1) including a comprehensive, full service and maintenance contract.**

1.1 The **COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1)** must be of modern, updated (software & hardware) technology under current production and should be licensed by SAHPRA (South African Health Products Regulatory Authority) for sale in Southern Africa markets by a recognized supplier who can provide the service, spares and application support available within Africa to maintain the entire system for the unit to operate at peak operating performance. not BETA phase. Quality Assurance should be done by SANAS (South African National Accreditation System) and or appropriately accredited body.

The unit offered must be 1.5 Tesla wide bore of the most advanced current make and model described/classified as Helium Free, that can be optimized for high patient volumes and advanced clinical performance with a high performance gradient with digital radio frequency and the use of high-density RF coils.

2. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating from this will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2017 regulations. The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract. However, where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

This bid is subject to all applicable industry related legislation, particularly the legislations as stated below;

2.1 Bidders are required to adhere to Medicines and Related Substances Amendment Act, No. 72 of 2008 (Amendment Act) read together with a further Amendment Act, Medicines, and Related Substances Act No. 14 of 2015 and its Regulations and Guidelines; on Medical Devices and In Vitro Diagnostic (IVD) Medical Devices where applicable.

2.2 Occupational Health and Safety Act No.85 of 1993;
2.3 Construction Industry Development Board Act 38 of 2000.

2.4 Bidders are required to adhere to Medicines and related substances Act, 1965 (Act No. 101 of 1965), as amended as per the Regulation relating to Medical Devices and In Vitro Diagnostic (IVD'S) Medical Devices. Non-compliance with these conditions will invalidate the bid.

2.5 Manufacturers, distributors and wholesalers, as referred to in Section 22 C(1)(b) of the Medicines and Related Substances Act, 1965 (Act No. 101 0f 1965), **must** obtain a licence for the manufacturing, importing, exporting, distribution and wholesaling of medical devices and IVD's, as issued by the South African Health Products Regulatory Authority. **ANNEXURE A**

2.6 Bidders must submit with the bid, on or before the closing date and time of bid evidence of the approved **medical device establishment licence** for all equipment supplied. ANNEXURE B

2.7 It is a requirement that Bidders are compliant with ISO 13485 certification and attach a certificate as an ANNEXURE C as required by SAHPRA and all other SAHPRA non-ionising mandates throughout the term of contract.

2.8 Failure to submit any of the above-mentioned documents will invalidate the bid.

2.9 It is a requirement of this bid that all bidders must comply with the Hazardous Substances Act (Act No. 15 of 1973) in respect of Group III Hazardous substances.

2.10 Non-compliance with these conditions may invalidate the bid.

3. ADMINISTRATIVE AND CLINICAL OBJECTIVES

The Free State Department of Health objectives and priorities in entering the contracts can be broadly divided into Administrative and Clinical as follows:

3.1 Administrative Objectives

The administrative objectives of a bid process under South Africa's Public Finance Management Act (PFMA) are rooted in the constitutional principles of public administration. The primary administrative objectives are to ensure the procurement system ensures lawfulness and procedural fairness, promoting transparency and openness, enhancing accountability, ensuring efficiency and effectiveness, fostering competition, maintaining ethical conduct, guaranteeing administrative compliance, supporting socio-economic objectives.

3.2 Clinical Objectives

The Clinical objectives revolve around enhancing patient care through improved diagnosis, treatment, and monitoring, while also boosting operational efficiency and safety and guaranteeing quality of care and adherence to standards and compliance with regulatory requirements, managing risks and liabilities and facilitating access to treatment and innovation.

3.2.1 The unit will be installed at **Pelonomi Tertiary Hospital** and will be used for a 24 hours trauma, orthopaedic, neonatal, paediatric, surgical and all medical patient care.

3.2.2 Imaging information must be readily available to ensure that the personnel in the hospital will provide effective patient care and treatment in the shortest possible time.

3.2.3 To provide high quality 24 hours, high patient volume, quality healthcare service to all patients.

3.3.Proposed Implementation Approach

3.3.1 The Bidder shall supply, deliver, decommission, configure, install, accept, train, commission, quality assure, service and maintain a **COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1)** for **Pelonomi Tertiary Hospital**, Free State Department of Health and issue a certificate of compliance with the regulations of the Radiation Control Directorate of the National Department of Health before official acceptance by the Hospital.

3.3.2 The bidder shall ensure that there is a minimum disruption of normal services and adhere to strict Health and Safety requirements as mandated by the Acts.

3.3.3 **24 months** mandatory warranty period on equipment bid commencing from date of commissioning.

3.3.4 **5 years** full service, repair, quality assurance and maintenance contract commencing upon the

expiry of a 24 month warranty period.

3.3.5 Perform Acceptance tests on installed equipment in line with SAHPRA regulations prior to training.

3.3.6 Train users on the safe operation of the equipment and radiographic quality assurance and quality control testing and maintain records.

3.3.7 Provide equipment specific SAHPRA required quality control tools and software.

3.3.8 De-install and move the old equipment in and around the room to a designated area within the premises of relevant facility at no cost to the Free State Department of Health.

3.3.9 Perform room alterations, where required, that will allow for installation of imaging equipment and its accessories/components in line with SAHPRA regulations and radiology imaging health & safety standards.

3.3.10 Provide and comprehensively maintain climate control mechanism (air-conditioning and extraction) for relevant imaging equipment and workstation patient care area to allow for optimal operation of the installed units to ensure warranty and safe operation on unit.

3.3.11 The equipment will be acquired through an outright purchase, and no leasing option is required.

3.3.12 Provide UPS and any other power stabilizing component/s for full functionality of the unit during power fluctuations and power outages.

3.3.13 Provide comprehensive off-site monitoring of the MRI unit remotely without compromising of patient's and Free State Department of Health information.

3.3.14 Provide detailed information on the generator capacity required for the unit. ANNEXURE D.

3.3.15 Provide overall comprehensive connectivity and functioning of equipment as per communication with HIS and RIS/PACS of the relevant facility.

3.3.16 The proposed MRI must be DICOM and IHE compliant.

4. CONDITIONS AND FORMAT OF THIS BID

4.1 Conditions

The General Conditions of Contract (GCC) as attached to this bid shall apply and form an integral part of the bid specifications. These bid specifications are the minimum requirements.

4.1.1 The following requirements are additional to the terms and conditions of bids as specified in the GCC.

4.1.1.1 With each tender condition in this document you shall clearly indicate in the column provided on whether you comply, not comply, whether mandatory requirements are met or not met and the details of the offer. If an explanatory note is provided, the paragraph reference must be noted in the space provided for details of offer. Bids not completed in this manner will not be taken into account.

4.1.1.2 A detailed description of how the non-compliance is overcome, shall be provided.

4.1.1.3 One complete set of documentation applicable to your offer must be submitted and must be valid for 120 days after the closing date of this bid.

4.1.1.4 A complete set of all Operating Manuals, Training Guides, Technical- and Software Manuals of the equipment bid for, must be in the possession of the bidder. Failure to produce such evidence on request will invalidate the bid.

4.1.1.5 The bid shall be answered in the same order as this document. Information supplied must be concise. Cross-references to related questions/answers in other Chapters will be ignored. The above will ensure easier evaluation of this tender.

4.1.1.6 The Free State Department of Health reserves the right to terminate the bid at any time. The Department of Health further reserves the right to put out another bid for any of the items if deemed necessary.

4.1.1.7 The Free State Department of Health reserves the right to receive a price quotation from the bidder for the enhancement and adaptation of an item if necessary. This will be done before the awarding of the bid after approval has been granted by the Free -State Department of Health.

4.1.1.8 It is envisaged that the total installation and commissioning be completed within 3 months after an official order has been placed and SAHPRA requirements of "may install" are met.

4.1.1.9 Only new equipment may be proposed. After the closing of bid, the bidders may be asked to furnish further information regarding the equipment, the software, the features, the components or design, the installation of equipment tendered for, as well as any other information that the Free- State Department of Health may require. Bidders shall adhere to this request in the shortest possible time. If the request for additional information has not been met within seven working days, it may be considered as sufficient grounds to disregard the bid. Responses to requests for additional information must be supplied free of charge by the bidder.

4.1.1.10 In the case of any non-compliance with the terms and conditions of the contract and specifications provided in the answers to the bid, the Free- State Department of Health will be refunded in full and the bidder will have to bear the cost of replacement of the system as a whole.

4.1.1.11 The bidder shall produce documented evidence from original supplier of the equipment included in this proposal that they are the bona-fide importers and/or distributor, or bona-fide agent of the importer and/or distributor for the product in the Republic of South Africa.

4.1.1.12 The bidder shall ensure that all equipment tendered for is fully compatible and inter-operable.

4.1.1.13 The details of the evaluation tests conducted by the Free State Department of Health will not be made available to any third party.

4.1.1.14 All items tendered for, must be commercially available as of the closing date of the bid. Items in Beta-phase are not considered to be commercially available.

4.1.1.15 equipment supplied must be fully guaranteed, to the Free State department of Health for a period of 24 months from the date of commissioning at no additional cost and maintained for a further 60 months after 24 months warranty period. It will be required from the bidders to supply a guarantee from the original supplier (OEM) of the equipment that all parts are genuine manufacturer parts. For this reason, bidders must provide proof from the original suppliers (OEM) of the equipment that the original suppliers are willing to supply

parts used by the bidder. This must be clearly marked **"Annexure E"** and attached to the bid document.

4.1.1.16 Where bidders bid for software, a guarantee from the original supplier (OEM) of the software must be provided, indicating that updates and support and licenses will be fully provided. Proof to this effect must be provided and attached to the bid document, clearly marked **"Annexure F".**

4.1.1.17 It is a requirement that sufficient spare parts be held in the country as supplied by the OEM to ensure that the system is kept in good working order for a minimum of ten (10) years after installation. **"Annexure G"**

4.1.1.18 Notwithstanding any ambiguity and shortcomings of the tender specifications, the bidder shall undertake to make allowances in the proposal for all components/accessories and their costs required to make up a fully functional working system.

4.1.1.19 Bidders may **not** bid for individual items.

4.2 Format

4.2.1 The special conditions of contract (SCC) consists of four parts, namely the general bid requirements (Section A), a Special Conditions requirement (Section B) General Service requirements (Section C) as well as specific technical requirements for equipment to be supplied, serviced and maintained (Section D).

4.2.2 Bidders may bid for items in Section D. All information as required must be provided. Failure to do so may invalidate the bid.

4.2.3 Bidders must complete the compliance schedule incorporated in these bid specifications and attach a detailed reply were requested or necessary. Requirements of the bid specifications or proposed contract that cannot be met must be pointed out.

4.2.4 Three complete sets of documentation applicable to the bid offer must be submitted and must be valid for 120 days after the closing date of this bid.

4.2.5 After the closing of bids, the bidders may be asked to furnish further information regarding the equipment, the software, the features, the components or design, the installation of equipment bid for, as well as any other information that may be required. Bidders must adhere to this request in the shortest possible time.

4.2.6 If the request for additional information has not been met within seven working days, it may be considered as sufficient grounds to disregard the bid.

4.2.7 Requests for additional information must be supplied free of charge by the bidder.

4.2.8 Bidders shall provide detailed quotations, showing unit prices and a referenced brief description of each unit offered.

4.3 CONSUMABLES SUPPLIES

The suppliers of equipment in terms of these specifications must recommend consumables articles and must indicate which items, of the required quality for safe and practical use on their equipment, are

available from South African sources. Bidders must also indicate what other trademark consumables articles may be used on the proposed equipment without incurring penalties in instances where the equipment may be damaged. Current prices of all consumable's supplies must be furnished, for purposes of evaluation.

5. DELIVERY, INSTALLATION AND TERMS OF PAYMENT

5.1 GENERAL REQUIREMENTS

It will be necessary for the successful bidder to convince the Free State Department of Health that their company will be in the market to support the contract for its entire duration.

5.1.1 Bidders must furnish names including telephone numbers of customers where similar systems have been serviced and state how long the equipment has been serviced. It is the intention of the Department of Health to request references from such customers and to inspect the installations where possible to establish the bidder's bona-fides. "Annexure H"

5.1.2 The bidder must provide as "Annexure I" a table of names, qualifications, experience and capacity of all people that will be directly involved in servicing the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be installed by these qualified technicians.

5.1.3 The bidder must provide as "Annexure J" a table of names, qualifications, experience and capacity of all people that will be directly involved in repair the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be serviced by these qualified technicians.

5.1.4 The bidder must provide as "Annexure K" a table of names, qualifications, experience and capacity of all people that will be directly involved in application specialist training and safety training on the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be trained on by these qualified practitioners.

5.1.5 The contractor must at all times furnish a good maintenance service and repair and the following must be included in the bid documents, clearly marked **"Annexure L":-**A turnaround time for the repair of equipment and its accessories bid for.

5.1.6 Bidders must include a list of duties to be carried out by the customer to ensure that the equipment bid for will remain in good working order. These duties must be clearly indicated for item and attached to the bid reply as "Annexure M" as certified by the Original Equipment Manufacturer (OEM). This information will remain the property of the Free State Department of Health but will not be made available to a third party. The Free State Department of Health will decide if the recommended duties will be included as part of the responsibility of the user in the service contract.

5.1.7 The prices quoted must be for supply, delivery, decommissioning, configuration, installation, acceptance, commissioning, training, quality assurance, service and maintenance of;**COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1)** for Pelonomi Tertiary Hospital, Free State Department of Health and issue a certificate of compliance with the regulations of the Radiation Control

Directorate (SAHPRA) of the National Department of Health before official acceptance by the Hospital.

5.1.7.1 The bidder must provide applicable and comprehensive user training of the system.

5.1.7.2 Bidders are requested to indicate the period of delivery, calculated from the date of order.

5.1.7.3 Bidders must indicate how many months before the planned delivery date; delivery can be postponed by either party without penalty. An indication must also be given of penalties payable should the delivery date be postponed until after the final delivery date.

5.1.8 With the submission of their bids, Bidders shall quote on the following requirements:

5.1.8.1 Outright purchase of the proposed system and its components/ accessories.
5.1.8.2 Building alterations.
5.1.8.3 Air-cooling, air-conditioning and air extraction
5.1.8.4 Back up systems UPS and / or voltage regulator.
5.1.8.5 Complete decommissioning and safe disposal of redundant MRI unit and all its components.
5.1.8.6 A five-year (60 months) full, comprehensive service and maintenance contract after 24 months warranty period.

5.1.8.7 Other costs which have possibly not been specified, for the effective operation of the system must be quoted.

5.1.8.8 The equipment and its components and accessories will be deemed to be fully delivered and installed when it has been tested and compliant with all regulatory standards and demonstrated in an operational situation at the installation location. Payment of an invoice will be authorized upon receipt of a detailed account supported by a Departmental certificate of satisfactory execution of the work.

5.2 Benchmarks

Suppliers must be prepared to undertake benchmark tests on similar systems as tendered for, to evaluate all aspects of system performance (specifications of benchmarks will be supplied at a later stage). Results of benchmarks must be repeated once the system is installed. Failure to repeat results successfully will be regarded as a breach of contract.

5.3 Documentation and Licences

5.3.1 A complete set of all English language Operating Manuals, Standard Operating Procedures for maintenance, Standard Operating Procedures for routine quality and safety tests and technical surveys, etc. must be provided on delivery of the equipment.

5.3.2 Should the hardware require an export license according to the law of the country of origin, this license, or sufficient evidence indicating that the license has been issued, must be presented as soon as possible, but not later than 3 months after the acceptance of the offer.

5.3.3 A license with the licensee's registered number and issued in terms of the Hazardous

Substance Act (Act 15 of 1973) must be submitted in respect of relevant items offered. **"ANNEXURE N".**

5.3.4 Original English manuals for all hardware supplied must be provided on delivery of the equipment.

5.3.5 Any changes made to hardware settings other than those stated in the manuals during installation shall be noted in the manuals and brought to the attention of the Department.

5.4 Mandatory Documents

The following mandatory documents must be included with the bid documents and clearly marked as such. Failure to submit any of the documents clearly marked as Annexures with headings included in the table herein below will invalidate the bid.

Requirement	**Comment**	**ANNEXURE Label and Must be attached**
Manufacturers, distributors and wholesalers, as referred to in Section 22 C(1)(b) of the Medicines and Related Substances Act, 1965 (Act No. 101 0f 1965).	**Attach proof of** licence for the manufacturing, importing, exporting, distribution and wholesaling of medical devices and IVD's, as issued by the South African Health Products Regulatory Authority.	**ANNEXURE A**
Bidders must submit with the bid, on or before the closing date and time of bid evidence of the approved medical device establishment license for all equipment supplied.	**Attach evidence of** the approved medical device establishment license for all equipment supplied.	**ANNEXURE B**
It is a requirement that Bidders are compliant with ISO 13485 certification and attach a certificate as an as required by SAHPRA.	**Attach evidence of** compliance with ISO 13485 certification.	**ANNEXURE C**
Provide detailed information on the generator capacity required for the unit.	**Attach** detailed information on the generator capacity required for the unit.	**ANNEXURE D**
Bidders must provide proof from the original suppliers (OEM) of the equipment that the original suppliers are willing to supply parts used by the bidder. This must be clearly marked and attached to the bid document	**Attach** proof from the original suppliers (OEM) of the equipment that the original suppliers are willing to supply parts used by the bidder.	**ANNEXURE E**
Bidders bid for software, a guarantee from the original supplier {OEM) of the software that must be provided, indicating that updates and support and licenses will be fully provided. Proof to this effect must be provided and attached to the bid document, clearly marked.	**Attach** a guarantee from the original supplier (OEM) of the software that must be provided, indicating that updates and support and licenses will be fully provided. Proof to this effect must be provided and attached to the bid document, clearly marked.	**ANNEXURE F**
It is a requirement that sufficient spare parts be held in the country as supplied by the OEM to ensure that the system is kept in good working order for a minimum of ten (10) years after installation.	**Attach a guarantee by the OEM** that sufficient spare parts be held in the country as supplied by the OEM to ensure that the system is kept in good working order for a minimum of ten (10) years after installation	**ANNEXURE G**

Furnish names including telephone numbers of customers where similar systems have been serviced and state how long the equipment has been serviced. It is the intention of the Department of Health to request references from such customers and to inspect the installations where possible to establish the bidder's bona-fides.	**Attach list of** names including telephone numbers of customers where similar systems have been serviced and state how long the equipment has been serviced.	**ANNEXURE H**
Table of names, qualifications, experience and capacity of all people that will be directly involved in servicing the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be installed by these qualified technicians.	**Attach** table of names, qualifications, experience and capacity of all people that will be directly involved in servicing the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be installed by these qualified technicians.	**ANNEXURE I**
Table of names, qualifications, experience and capacity of all people that will be directly involved in repair the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be serviced by these qualified technicians.	**Attach** a table of names, qualifications, experience and capacity of all people that will be directly involved in repair the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be serviced by these qualified technicians.	**ANNEXURE J**
The bidder must provide a table of names, qualifications, experience, certification/certified copies by the OEM and capacity of all people that will be directly involved in installation of the equipment. This must be clearly marked and attached to the bid document.	**Attach** a table of names, qualifications, experience, certification/certified copies by the OEM and capacity of all people that will be directly involved in installation of the equipment.	**ANNEXURE J/1**
It is required from the bidder to supply the Hospital with a complete implementation plan, that will include a project diagram with a list of activities showing starting and completion time frames, project meeting dates (milestones), cash flow, resources and the deliverables. This information to be attached as ''**Annexure J/2"**	**Attach a** complete implementation plan, and project manager.	**ANNEXURE J/2**
Table of names, qualifications, experience and capacity of all people that will be directly involved in application specialist training and safety training on the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be trained on by these qualified practitioners.	**Attach** a table of names, qualifications, experience and capacity of all people that will be directly involved in application specialist training and safety training on the equipment as certified by the Original Equipment Manufacturer (OEM). Indicate the equipment that will be trained on by these qualified practitioners.	**ANNEXURE K**
The contractor must at all times furnish a good maintenance service and repair and the following must be included in the bid documents,	Attach **a turnaround time** for repair of the equipment.	**ANNEXURE L**

• A turnaround time for the equipment.		
Bidders must include a list of duties to be carried out by the customer to ensure that the equipment bid for will remain in good working order. These duties must be clearly indicated for item and attached to the bid reply as "Annexure M" as certified by the Original Equipment Manufacturer (OEM).	**Attach** a list of duties to be carried out by the customer to ensure that the equipment bid for will remain in good working order. These duties must be clearly indicated for item and attached to the bid reply as "Annexure M" as certified by the Original Equipment Manufacturer (OEM).	**ANNEXURE M**
A license with the licensee's registered number and issued in terms of the Hazardous Substance Act (Act 15 of 1973) must be submitted in respect of relevant items offered	**Attach** a license with the licensee's registered number and issued in terms of the Hazardous Substance Act (Act 15 of 1973) must be submitted in respect of relevant items offered	**ANNEXURE N**
Authorisation letter must be from an Original Equipment Manufacturer (OEM) or an authorised importer/distributor. In the case where authorisation letter is from an authorised importer/distributor, the bidder must submit in addition to the authorisation letter, a documentary proof from OEM, that the authorized importer/distributor is authorized by the OEM. The letter of undertaking and supporting documents must be submitted with the bid at the closing date and time of the bid.	**Attach** Authorisation letter must be from an Original Equipment Manufacturer (OEM) or an authorised importer/distributor. In the case where authorisation letter is from an authorised importer/distributor, the bidder must submit in addition to the authorisation letter, a documentary proof from OEM, that the authorized importer/distributor is authorized by the OEM.	**ANNEXURE O**
Bidders must submit, together with bid documents, proof that the bidder is approved by SAHPRA and accredited by SANAS to perform QA tests on x-ray equipment.	**Attach** proof that the bidder is approved by SAHPRA and accredited by SANAS to perform QA tests on x-ray equipment.	**ANNEXURE P**
For room preparation done onsite must follow all regulatory guidelines of registration with Construction Industry Development Board (CIDB) according to the established Construction Industry Development Board Act 38 of 2000 and the builder's registration documents must be attached.	**Attach** builder's registration documents	**ANNEXURE Q**
The supplier must provide what is considered as negligence in relation to the equipment and accessories supplied (OEM) which must be listed and clearly outlined.	**Attach** OEM guideline on negligence of equipment.	**ANNEXURE R**
Bidders shall indicate as an **"ANNEXURE S"** whether: - issues related to software and remote access, spare parts turnaround and local trouble shooting etc.	**Attach notes on** = A remote support/diagnostic facility is available, how it would be carried out at no cost to the facilities. =Patient information cyber-security and anti-hacking mechanisms/responsibilities of bidder. =Local diagnostic, fault finding and aids for trouble shooting are supplied.	**ANNEXURE S**

	=Repair and technical support facilities are available in and around the Free-State area. =The turnaround time for spare parts imported from outside the South Africa. =New releases and updates of the system must be supplied. associated with the installation of new releases and updates of software where applicable.	
All equipment must be serviced in accordance with the manufacturer's prescribed schedule.	Attach maintenance plan for each equipment bid for, marked "Maintenance Plan". NB: Service intervals as per manufacturer's prescribed intervals must be stated.	**ANNEXURE T**

5.5 Compulsory Pre-bid meeting and site inspections.

5.5.1 Only offers of bidders who attended the compulsory pre-bid explanatory and site inspection meeting will be considered. Bidders shall acquaint themselves with the site where the unit will be installed at the healthcare facility, since there will be no price adjustments after the bid has been awarded. The site visit date will be exactly two weeks after the date of publication of this bid as follows;

5.5.2 The Site meeting will be held as follows;

Venue: Pelonomi Tertiary Hospital – Radiology Boardroom
Time: 09:00
Date:

5.5.3 The Pre-Bid explanatory meeting will be arranged as follows:

Venue: Pelonomi Tertiary Hospital – Radiology Boardroom
Time: 11:00
Date:

5.5.4 It is required that all bidders visit the hospital and facility in order to familiarise themselves fully with the layout of the hospital, and facility for the installation of the **COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1)** for Pelonomi Tertiary Hospital, Free State Department of Health.

5.5.5 The responsibility rests with the bidder to ensure that the site is suitable for the system. Should any additional costs be incurred for this purpose after installation, it will be for the bidder's account.

5.6 Bidder's experience

5.6.1 Preference will be given to companies that are established in South Africa, have a proven track record of successful installations, and sound financial backing. It will be necessary for the

successful company to convince the Free State Department that their company will be in the market to support this installation for a minimum of 10 years. **"Annexure G"**

5.6.2 The bidder is to supply a guarantee from the original supplier of the equipment that all parts used are compatible with the equipment. For this reason, bidders must provide proof from the original suppliers of the equipment that the original supplier is willing to supply parts used by the bidder. This must be clearly marked **"Annexure G"** and attached to the bid document. Failure to submit the document will invalidate the offer.

5.6.3 Bidders shall furnish names, including telephone numbers of customers where similar systems have been installed, serviced, repaired and commissioned in South Africa and Southern Africa, state how long the equipment has been installed and attach this information to the bid, clearly marked, **"Annexure H".** It is the intention of the Free State Department of Health to request references from such customers and to inspect the installations where possible, to establish the bidder's bona-fides.

5.6.4 Bidders should be prepared to arrange visits to sites of the Free- State Department of Health`s choice where a system similar to the one proposed is operating successfully with a commissioning certificate at no cost to the Free State Department.

5.7 Bidder's liability in respect of defects

5.7.1 Any defects or faults which may appear within 24 months after completion of the works due to materials or workmanship not being in accordance with the contract, shall be made good by the bidder within such a period as may be determined by the Free State Department of Health.

5.7.2 Should the bidder fail to rectify the defects or faults, the Free- State Department of Health shall be entitled to rectify such defects or faults or to arrange for the rectification there-of and to recover from the bidder any damages as a result of the bidder's failure to comply with the terms of the contract.

5.8 Authorisation letter from the Original Equipment Manufacturer

Where the bidder is not the Original Equipment Manufacturer, bidders must submit an appointment letter from the OEM authorising the bidder to supply and service the equipment in South Africa.

Authorisation letter must be from an Original Equipment Manufacturer (OEM) or an authorised importer/distributor. In the case where authorisation letter is from an authorised importer/distributor, the bidder must submit in addition to the authorisation letter, a documentary proof from OEM, that the authorized importer/distributor is authorized by the OEM. The letter of undertaking and supporting documents must be submitted with the bid at the closing date and time of the bid. **"ANNEXURE O"**

All information on the letter must be in English.

Bidders must submit, together with bid documents, proof that the bidder is approved by SAHPRA and accredited by SANAS to perform QA tests on x-ray equipment. **"ANNEXURE P"**

5.9 Effect of decommissioning of equipment on contractor rights and obligations

Upon the permanent removal, replacement, or decommissioning of the equipment stipulated in this bid, the Service Provider's contractual obligations and rights regarding said equipment shall cease immediately. No "make good" payments, penalties, or damages shall be payable by the Free State Department of Health to the Service Provider upon such cessation.

5.10 Ownership and confidentiality of information

5.10.1 The successful bidder shall strictly guarantee that all patient-related information, data, or records accessed as a result of the utilisation of the imaging equipment will be held in the strictest confidence.

5.10.2 The successful bidder shall take all reasonable and necessary steps to protect patient information

5.10.3 All information collected, generated or processed by the equipment shall remain the sole and exclusive property of the Free State Department of Health

5.10.4 The successful bidder shall not disclose, share, or transfer any information to any third party without prior written authorisation from the Free State Department of Health

5.10.5 Remote technical support system, where required, must be used exclusively for monitoring equipment performance, technical diagnostics, and addressing technical issues.

5.10.6 The successful bidder shall use a secure broadband VPN connection to establish a connection with equipment

5.10.7 Remote access for technical support shall not include access to or viewing of patient-identifiable information or patient images

5.10.8 The successful bidder shall ensure that technical support is restricted to system-level diagnostics.

5.10.9 The successful bidder shall maintain an audit trail of all remote connections, including the date, time, duration and person accessing the system.

5.10.10 All information related to audit trail shall be made available to Free State Department of Health on request.

5.10.11 In the event of a suspected, or actual data breach on the side of the vendor, the vendor shall notify the Free State Department of Health immediately and cooperate fully with investigation and remedial efforts.

5.11 Service intervals

5.11.1 All equipment must be serviced in accordance with the manufacturer's prescribed schedule.

5.11.2 The bidder shall submit a detailed maintenance plan outlining the service intervals as per OEM standards, as **"ANNEXURE T".**

5.11.3 Specifically, in relation to the full service and maintenance contract, failure to adhere to service intervals during the contract period will constitute a breach of contract.

5.12 Project management

5.12.1 The bidder must provide a table of names, qualifications, experience, certification/certified copies by the OEM and capacity of all people that will be directly involved in repairing of the equipment. This must be clearly marked **"Annexure J"** and attached to the bid document. Bidders are required to submit CV's, copies of the ID documents, and copies of qualifications and training certificates of technical personnel who will be working on the equipment bid for. These certificates should be issued by the relevant Original Equipment Manufacturer, as specified in the authorization letter of undertaking for all offered items (Where training is offered by third party appointed by the OEM, include agreement between OEM and a third party.

5.12.2 The bidder must provide a table of names, qualifications, experience, certification/certified copies by the OEM and capacity of all people that will be directly involved in installation of the equipment. This must be clearly marked **"Annexure J/1"** and attached to the bid document. Bidders are required to submit CV's, copies of the ID documents, and copies of qualifications and training certificates of technical personnel who will be working on the equipment bid for. These certificates should be issued by the relevant Original Equipment Manufacturer, as specified in the authorization letter of undertaking for all offered items (Where training is offered by third party appointed by the OEM, include agreement between OEM and a third party

5.12.3 It is required from the bidder to supply the Hospital with a complete implementation plan, that will include a project diagram with a list of activities showing starting and completion time frames, project meeting dates (milestones), cash flow, resources and the deliverables. This information to be attached as ''**Annexure J/2''**, and the approved plan also be issued to Pelonomi Tertiary Hospital on the date of issuing of an order.

5.12.4 The bidder will be required to manage the full installation process of the system from site preparation, full decommissioning of all MRI components to final acceptance by the Free State Department of Health. The Free- State Department of Health must be notified of all related requirements which are essential for the successful implementation of the contract, i.e. upgrade power supply, etc during the bid process. This includes the preparation of a project plan after consultation with all relevant parties. This responsibility lies primarily with the bidder. '**Annexure J/2''**

5.12.5 The supplier must appoint a single project manager to be accountable and responsible for all supplier and sub-contractor activities from date of contract award through to final acceptance of the system . '**Annexure J/2"**

5.12.6 Project management will run under control of the Chief Executive Officer of the Hospital or his appointed representative and the project manager will report formally as agreed.

5.12.7 The relevant comprehensive Safety File relevant to ensure all safety requirements and resources for personnel and for a project of this nature must form part of the full

responsibility of the bidder at no cost to the Department of Health and must be made available to the facility CEO or Project manager .

5.12.8 The Health and Safety requirements of the installation of Radiation equipment as regulated by SAHPRA must be adhered to. This includes, obtaining a license, ensuring room is designed as per specific guidelines of shielding and protective barriers, performing acceptance tests with an approved body and displaying of proper warning signs on all required areas and accessories.

5.12.9 The Health and Safety requirements for construction as governed by the Occupational Health Safety Act 85 of 1993 and its construction regulations which require a **mandatory safety file**, where key requirements include, conducting risk assessments, creating a Health and Safety Plan, ensuring all contractors have an approved Safety File, providing proper Personal Protective Equipment (PPE), and maintaining a safe work environment.

5.12.10 The bidder, for room preparation done onsite must follow all regulatory guidelines of registration with Construction Industry Development Board (CIDB) according to the established Construction Industry Development Board Act 38 of 2000 and the builder's registration documents must be attached as an **"ANNEXURE Q"**.

5.13 PAYMENT AND DISCOUNTS

5.13.1 All costs will remain unaltered for the seven (7) year period from the date of start of this contract or date of commissioning, whichever is the latter until the end of the contract, as per commissioning date.

5.13.2 The attention of bidders is drawn to the fact that service and maintenance charges are paid monthly in arrears and must be quoted for on that basis.

5.13.3 The quoted prices must be provided in Section D in the space provided. Failure to do so will invalidate the bid.

5.13.4 The price quoted in Section D for transport allowance for unforeseen expenses must be traceable to the rates published by the Automobile Association of South Africa.

5.14 Payment charges and Exchange Rates

5.14.1 All prices must be quoted in South African Rands and bidders must indicate whether the prices are linked to any foreign currency and at what rate. Bidders must also indicate what portion of the total cost or price is linked to the foreign currency.

5.14.2 Bidders must use the official exchange rate valid on the date of the publication of the bid.

5.14.3 All prices and costs submitted in terms of this bid must include the cost of manufacture, x-ray room/ site preparations, packing of transport, delivery and installation on site, onsite and offsite training and support complete in every aspect.

5.14.4 All prices must include VAT.

5.15 Taxes and levies

5.15.1 All normal import duties and levies are payable by the bidder and must be included in the quoted prices.

5.15.2 All prices must include VAT.

6. SUPPORT SERVICES AND MAINTENANCE SERVICES

6.1 Support Services during the warranty period

6.1.1 The warranty period will start on the day that the equipment is accepted as fully functional by the hospital by signing a formal, dated letter of acceptance and will extend for 24 months from date of acceptance.

6.1.2 All parts, services, maintenance and labour including for all supplied components and accessories supplied must be fully guaranteed for the first 24 months. This warranty will include all parts comprehensively.

6.1.3 The full, comprehensive, support service during the warranty Period shall include all supplies not limited to; Safety & Quality checks.

6.1.3.1 Quality Control and all additional checks in relation to all SAHPRA guidelines as mandated and updated by SAHPRA.
6.1.3.2 Diagnosis & repair including all spare parts of all supplied items.
6.1.3.3 Additional application training of all supplied items.
6.1.3.4 Standby technicians for diagnosis & repair with onsite and offsite/remote technical support.
6.1.3.5 All labour, accommodation & travelling.
6.1.3.6 Room safety, signage and child friendly aesthetics, accessories and components.
6.1.3.7 All vacuum elements.
6.1.3.8 UPS and power stabilizing components as supplied.
6.1.3.9 All climate control mechanisms/air-conditioning and extraction as supplied.
6.1.3.10 All accessories/components as supplied.

A Service Level Agreement shall be entered into between the Free State Department of Health and the Bidder within 3 months of acceptance of the Bid to ensure comprehensive service, quality assurance, quality control, training, applications support, technical support (remote and physical) and maintenance.

6.2 General conditions for Warranty period

6.2.1 **It is required that the successful bidder render a support service with a maximum response time of 30 minutes with onsite inspection within 4 hours. The mean time to repair will be three (3) calendar days and will immediately follow the initial response time.**

6.2.2 The hours of coverage for Service, must be from 00:00 Monday to 24:00 Sunday.

6.2.3 Maintenance and service during the warranty period in normal working hours will be between 07:30 and 16:00 Monday to Friday and carried out at no cost to the Hospital.

6.2.4 Overtime during the warranty period is applicable between 16:00 and 07:30 from Monday evening to Monday morning and will be carried out at no cost to the Hospital.

6.2.5 The repair process could be a physical exchange of the equipment or parts. It is envisaged that spare equipment be included in the tender of all units or parts of units in order to provide the required response times.

6.2.6 A reporting system must be utilized which is capable to accept calls 24 hours per day, 7 days per week and keep track of the progress and escalation of problems must be utilized. This reporting system will also keep historic information on all equipment by serial number, as well as information regarding the performance of the bidder in respect to all calls. No information will be archived or deleted without clearing it with the Free-State Department of Health. Information must be made available to the Free-State Department of Health on a monthly basis and as the need arises.

6.2.7 The supplier must provide what is considered as negligence (as per OEM) in relation to the equipment and accessories supplied which must be listed and clearly outlined as an **"Annexure R".**

6.2.8 Bidders shall indicate as an **"ANNEXURE S"** whether: -

6.2.8.1 A remote support/diagnostic facility is available, how it would be carried out at no cost to the facilities.
6.2.8.2 Patient information cyber-security and anti-hacking mechanisms/responsibilities of bidder.
6.2.8.3 Local diagnostic, fault finding and aids for trouble shooting are supplied.
6.2.8.4 Repair and technical support facilities are available in and around the Free-State area.
6.2.8.5 The turnaround time for spare parts imported from outside the South Africa.
6.2.8.6 New releases and updates of the system must be supplied. associated with the installation of new releases and updates of software where applicable.

7. STAFF AND TRAINING REQUIREMENTS

7.1 Operating and Staffing Requirements

7.1.1 The bidder shall describe the operating requirements of the proposed system.
7.1.2 The end-user shall provide details of the personnel required to operate the system.

7.1.3 The training requirements on an ongoing shall be outlined and planned between the End user and the Bidder to cover the warranty period and beyond the warranty period at no cost to the Department. All training cost shall be at the bidder's cost.

7.2 Training

7.2.1 Bidders shall describe how training is to be conducted in line with the End User requirements. A complete implementation program, showing training at various levels, personnel involved and user support must also be provided.

7.2.2 Training manuals must be supplied for the Radiographers, Nursing Personnel, Medical Physicist and Radiologists.

7.2.3 The unit must be supplied with a company checklist that indicates the daily checks for the particular unit as per manufacturers requirements and SAHPRA requirements to ensure warranty and compliance.

SECTION C

COMPREHENSIVE MAINTENANCE AND SERVICING OF MAGNETIC RESONANCE IMAGING [MRI] UNIT FOR 60 MONTHS FROM DATE OF END OF WARRANTY.

This section will form part of and be read in conjunction with all other sections, where omissions are noted, reference will be made to the entire document.

Contents

CLARIFICATIONS

Definitions

For the purposes of this Agreement the following words shall have the following meanings:

Employees

Shall mean any staff member or employee of either the CONTRACTOR or the CUSTOMER, and/or any sub- contractor appointed by either the CONTRACTOR or the CUSTOMER.

Hospital

Shall mean healthcare facilities falling under the financial control of the Free State Department of Health and who requested to participate in this contract by listing the machine in the original tender document.

Machine

Shall mean the equipment set out in section D and indicated by the Free State Department of Health to be included as part of the contract.

Official Representative

The duly authorized Official from either the CUSTOMER or the CONTRACTOR signing this agreement.

Preventative Maintenance

Shall mean the periodic inspection, adjustment and calibration of the **machines** on a pre-determined basis as described in the **Machine Schedule** hereto, in order to maintain the performance of the equipment according to the original operational specifications, as well as the introduction of all necessary modifications. 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 **CUSTOMER**.

Standard Contract Amount

The Standard Contract Amount shall mean the Firm monthly contract as indicated under the specific item and due by the CUSTOMER for the Corrective and Maintenance service carried out for the specific item, but will exclude the fees for possible exchange rate differences, after hour claims or weekend claims payable.

Corrective Maintenance

Shall mean any necessary assistance from the CONTRACTOR to locate and rectify malfunctions which occur and which are reported to the CONTRACTOR either between or during Preventative Maintenance visits, and to repair malfunctions identified during the course of Preventative Maintenance.

Specifications

Shall mean the manufacturer's officially published specifications in respect of the Machines.

INTERPRETATIONS

3.2.1 The terms "Preventative Maintenance" and "Corrective Maintenance" as defined in the Agreement shall not include:

- The tracing and rectification of faults which result from negligent operation of, or damage to the apparatus by the **CUSTOMER**, or its employees.
- Reconditioning work on the **Machines** which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the **Machines** the purpose of which is to extend the life of the **Machines** beyond the normal limits according to specification. Any such work shall only be carried out and charged for after receiving an official order from the hospital.

3.2.2 Unless the context indicates a contrary intention:

- The singular shall include the plural and vice versa;
- Any natural person shall include an artificial person and vice versa;
- Any particular gender shall include all other genders;

3.2.3 The headings in this document shall not be deemed to be part of the contract, nor be taken into account in the interpretation or construction thereof and unless the context otherwise requires

4. SERVICES

4.1 Hours of coverage

4.1.1 The hours of coverage for the Service, will be from 00:00 Monday to 24:00 Sunday.

4.1.2 Normal working Hours will be from 07:30 to 16:00 Monday to Friday.

4.1.3 All work during normal working hours will be fully covered by this agreement.

4.1.4 Overtime is applicable from 16:00 to 07:30 from Monday evening to Saturday morning. Overtime is not covered by this agreement and will only be paid on written proof by the CONTRACTOR that he was instructed to do so by the Chief Executive Officer of the facility. The applicable overtime rates are to be indicated.

4.1.5 Weekend rates are applicable from 07:30 on Saturday morning until 7:30 on Monday morning. Weekend rates are not covered by this agreement and will only be paid on written proof by the CONTRACTOR that he was instructed to do so.

4.2 Services to be delivered

4.2.1 The services will be carried out whenever necessary and at any reasonable time requested by the CUSTOMER

4.2.2 Notice of an intended planned maintenance service must be given to the Hospital at least one week in advance.

4.2.3 Response time is the time from logging a call and a technician takes to arrive on site or log remotely at the problem area. Maximum time to repair is the time taken from starting to repair the problem until the equipment is fully functional again.

4.2.4 Unless otherwise stated as a specific service level requirement for a specific item the CONTRACTOR will render a support service with a maximum response time, maximum physical inspection, maximum remote access time of 60 minutes.

4.2.5 Unless otherwise stated as a specific service level requirement for a specific item the CONTRACTOR will render a support service with a maximum response time to repair of 24 hours.

4.2.6 Unless otherwise stated as a specific service level requirement for a specific item the CONTRACTOR will render a support service with a maximum time for remote access of 24 hours.

4.2.7 The repair process may be a physical exchange of the equipment or parts thereof. The CONTRACTOR will keep spare parts available for all units or parts of units, locally or internationally in order to meet the maximum limit for time to repair. Refer to Table on Service Availability (SA).

4.2.8 The CONTRACTOR must provide trained qualified personnel to perform the maintenance function.

4.2.9 A reporting system which is capable to accept calls 24 hours per day, 7 days per week and keep track of the progress and escalation of problems must be utilized by the CONTRACTOR. This reporting system will also keep historic information on all equipment by serial number, as well as information regarding the performance of the CONTRACTOR in respect to all calls. No information will be archived or deleted without clearing it with the Free State Department of Health.

4.2.10 Where applicable, the services of a software application consultant may be requested during office hours. The person must be familiar with the software as set out in the tender document.

4.2.11 In addition to the service indicated above, repair work in respect of faulty equipment must be carried out upon request. The CONTRACTOR must always supply this service with expedience.

4.2.12 Notwithstanding any sanctions by foreign governments, the CONTRACTOR must nevertheless undertake to supply parts which will keep the equipment in good working order for the period of the contract.

4.3 Specific Exclusions

4.3.1 The Free State Department of Health is not prepared to supply any free services, such as free telephone calls, to the supplier's Maintenance personnel.

4.3.2 Overtime and weekend labour and travel is not included as part of the agreement. This will only be payable on proof of an official request to do so by the hospital Chief Executive Officer.

4.3.3 Permission will not be granted for overtime and/or weekend labour in order to meet the requirements of maximum downtime as set out in clause 4.2.4 or equivalent clauses under the specific items

4.3.4 The following situations will not be part of the contract :

4.3.4.1 The repair of damage resulting from an accident, transportation excluding transportation by the CONTRACTOR and or its EMPLOYEES, lightning, fire, water, any natural disasters, neglect or misuse of the Machine by the CUSTOMER, its Employees, agents and sub-contractors or any other person.

4.3.4.2 The furnishing of supplies and/or accessories (except as specified in the Maintenance Agreement), painting or refurbishing the Machines or furnishing material therefore, making specific changes or providing service, supplies or accessories connected with the relocation of the Machines or adding or removing accessory attachments or other devices there from.

4.3.4.3 Maintenance Services which are rendered necessary due to unauthorized repairs, alterations or attachments to the Machines or their connection by mechanical or electrical means to another machine or device or the relocation or movement of the Machines without the prior written consent of the CONTRACTOR

4.3.4.4 The provision of Maintenance Services, the modification or repair of a Machine by any person other than the CONTRACTOR's service personnel or a representative, resulting in further repairs to restore the Machine to a good working order; and

4.3.4.5 The repair of damage resulting from the use of supplies and/or consumables that are not in accordance with the Specifications.

4.3.4.6 The parties agree that in the instance that the CONTRACTOR is requested to perform the elements of service that may fall under clauses 4.3.4 described above, the CONTRACTOR shall be invested with the power to inquire into the cause of the specific problem and to determine whether said problem would qualify to be a specific exclusion subject to the terms hereof. The CONTRACTOR will do this inquiry prior to any remedial action.

4.3.4.7 In the event of the CONTRACTOR's technician not being able to begin or continue with the work at such time previously agreed upon with the CUSTOMER through any reason ascribed to the CUSTOMER, the resultant waiting time shall be charged to the CUSTOMER separately at the prevailing labour rates

4.3.4.8 The Maintenance Services excluded in 4.3.4 may be provided at the CONTRACTOR's applicable time and material should the CONTRACTOR undertake to carry out such Maintenance Service after receiving an official written order from the CUSTOMER.

4.3.4.9 The supplier must provide what is considered as negligence (as per OEM) in relation to the equipment and accessories supplied which must be listed and clearly outlined as an **"Annexure R".**

5. RESPONSIBILITIES of the CUSTOMER

5.1 The responsibilities of the CUSTOMER will be restricted to the following:

5.1.1 The CUSTOMER undertakes not to copy (other than in terms of this Agreement), reproduce or translate any documentation supplied by the CONTRACTOR and not to communicate the documentation to any third party, including any person or concern affiliated with the CUSTOMER, without the prior written consent of the CONTRACTOR.

5.1.2 The CUSTOMER undertakes to maintain accurate and up-to-date records of the number and siting, of all copies of the documentation and to supervise and control the use of the documentation in accordance with the terms and conditions of this Agreement.

5.1.3 The CUSTOMER undertakes not to make the Documentation available, either partly or completely, to any person other than the EMPLOYEES of the CUSTOMER without the prior written consent of the CONTRACTOR.

5.1.4 The CUSTOMER shall take care of the day to day maintenance of the apparatus according to the instructions agreed upon and attached as annexure A of this contract.

6. Responsibilities of the CONTRACTOR

6.1 In addition to the clauses covered above the CONTRACTOR will be responsible for all levels of support including telephone, cellphone, email, and all online support in terms of any aspect of the system functionality.

6.2 The CONTRACTOR will design guideline procedures to assist the CUSTOMER's EMPLOYEES in order to ensure reliable equipment functionality.

6.3 The CONTRACTOR will ensure that the specified equipment will remain within the requirements as laid down by SAHPRA.

6.4 The CONTRACTOR will provide the CUSTOMER on a monthly basis with a progress report on the status and effectiveness of the equipment.

6.5 Additional *ad hoc* Maintenance information must be provided as and when requested by the CUSTOMER of the CONTRACTOR.

6.6 The CONTRACTOR will inform the CUSTOMER in writing about any persistent incorrect use of the equipment as well as environmental conditions detrimental to the system. Such a letter will be required for clause 4.3.4.5 to be effective.

6.7 Any changes made to hardware settings other than stated in the manuals during installation shall be noted and presented to the CUSTOMER in writing.

6.8 The CONTRACTOR will ensure that all SAHPRA regulatory updates and changes that require compliance outside of the manufacturer's guidelines and within updated SAHPRA requirements and of the regular service and maintenance plan will form part of this agreement at no additional cost to the CUSTOMER,

6.9 The CONTRACTOR will ensure that the EMPLOYEES identified by the CUSTOMER are adequately trained to use the system in a safe way. Incorrect usage to the manufacturer's requirements will be brought to the attention of the CUSTOMER for correctional measures. Preventative and corrective training of this nature will be included as part of this Agreement.

7. Service Agreement Period

This Agreement will come into force on signing this contract and be effective from the date of commissioning of the equipment and issuing of commissioning certificate and will remain in force for 60 months after the 24 months warranty period.

8. GENERAL TERMS AND CONDITIONS

8.1 General Provisions

8.1.1 Should the CONTRACTOR require the use of the CUSTOMER's system to perform any of its obligations hereunder, the CUSTOMER agrees to make the system available without charge at such reasonable times as may be required by the CONTRACTOR.

8.1.2 Neither party shall be liable or deemed to be in default hereunder, directly or indirectly, for any delay or failure in performance, (excluding the maximum clearance time specified for the specific equipment under this Agreement) or interruption of service resulting from any causes beyond the control and without the fault or negligence of such party.

8.1.3 In the case of any non-compliance with the terms and conditions of the contract and specifications the CUSTOMER will be refunded in full and the CONTRACTOR will have to bear the cost of replacement of any parts necessary to restore the system to the previous working order.

8.1.4 The intention of the CUSTOMER is to enter into a servicing and maintenance agreement with CONTRACTOR's that will ensure that the specified equipment will remain within the requirements as laid down by SAHPRA.

9. SERVICE LEVEL PENALTIES

9.1 This excludes scheduled Maintenance or scheduled downtime mutually agreed upon problems or faults due to unforeseen situations e.g. "Acts of God" and problems assigned to the responsibility of the CUSTOMER

9.2 Penalties for availability will be enforced on the following mission-critical services:

- Maximum Response time,
- Maximum Physical inspection,
- Maximum Remote access and log time
- Maximum time to repair.

9.3 Liability

CONTRACTOR's liability in respect of defects

9.3.1 Any defects or faults which may appear within 24 months of completion of the work due to materials or workmanship not being in accordance with the contract, shall be made good by the CONTRACTOR within such a period as may be determined by the CUSTOMER as per the Service Availability Table.

9.3.2 Should the CONTRACTOR fail to rectify the defects or faults, the CUSTOMER shall be entitled to rectify such defects or faults or to arrange for the rectification there-of and to recover from the CONTRACTOR, any damages as a result of the CONTRACTOR's failure to comply with the terms of the contract.

9.3.3 Should any equipment not be repaired within the required mean time to repair, replacement parts must be made available if reasonably possible until such time as the faulty unit has been repaired.

9.3.4 The Free State Department of Health shall hold the bidder responsible for any claim whatsoever that may arise against the Free State Department of Health as a direct result of non-availability of service as per service level agreements/bid document.

9.4 Penalties for agreed non-planned downtime

9.4.1 **Service Cover Period (SCP)**

The Service Cover Period shall be 24 (twenty-four) hours per day 7 (seven) days a week.

9.4.2 Service Cover Time (SCT)

Service Cover Time will be calculated on a monthly basis by using the following formula:

SCT = Service Cover Time

= N x SCP

WHERE:

N = Number of days per month

SCP = Service Cover Period twenty four (24) hours per day

9.4.3 Incidents

An incident exist from the time the fault is logged with the call centre until the Service is completed/Resolved.

9.4.4 Incident Period (IP)

The incident period is that portion of the SCP that an incident lasts.

9.4.5 Service Down Time (SDT)

The Service Down Time will be calculated by adding all the incident periods per month for each Service.

9.4.6 Actual Service Availability (ASA)

The Service available for the relevant facility will be calculated, using the following:

$$ASA = \frac{SCT - SDT}{SCT} \times 100$$

Where:

SCT= Service Cover Time

SDT= Service Down Time

Example:

Service cover time is twenty-four (24) hours per day and the number of days per month, e.g. the Service Cover Time is 24x30=720 hours per month i.e. one hundred percent (100%). Service down

time allowed is fifteen (15) hours per month i.e. ninety eight percent (98%) of the Service Cover Time during which the service must be in a working condition.

ASA = (SCT – SDT)/SCT x 100

= (720) – 5)/720 x 100

= 715/720 x 100

= 0, 9931 x100

= 99, 31%

9.4.7 Service Availability (SA)

The bidder shall provide the following (SA) on a monthly basis:

It is required that the successful bidder render a support service with a maximum response time of 30 minutes with onsite inspection within 4 hours. The mean time to repair will be three (3) calendar days and will immediately follow the initial response time.

SERVICE	% AVAILABILITY	REACTION TIME
Maximum Response time	100 %	30 minutes
Maximum Physical inspection	100 %	120 minutes
Maximum Remote Access and Log	100%	30 minutes
Maximum time to repair	100 %	Hrs
Local Sourcing of Parts		
International Sourcing of Parts		

The response time is the time from logging a call and a technician takes to arrive on site at the problem

area.

Maximum time to repair is the time taken from starting to repair the problem until the equipment is fully

functional again.

The SA (in hours) will be calculated using the following formula:

SA = SCT (% Availability)

Where:

SCT = Service Cover Time

9.4.8 Service Level Shortfall (SLS)

The SLS will be calculated using the following formula:

SLS = SA – ASA

Where:

SA = Service Availability (Hours)

ASA = Actual Service Availability (Hours)

9.4.9 Service Penalties

Service penalties will be calculated based on the monthly payments due to the tenderer for the services rendered in terms of this Service Level Agreement.

The Service penalties will be in the form of reductions in the monthly payment due to the tenderer.

The Service Penalties will be calculated per Service as listed in clause.8.5.7 the bidder shall then be penalized on the total SLS for all services, according to the table below:

Service level Shortfall	**% Reduction in monthly service charge**
0.1% -0.2 %	3 %
0.2 %- 0.5 %	5 %
0.5 %-1 %	10 %
1- 2 %	25 %
2-3 %	40 %
> 3 %	50 %

9.4.10 Frequency of Measurement

The service penalty will be calculated on a monthly basis, within 7 (seven) working days of month-end.

10. Indulgences

10.1 No indulgences, latitude or extension of time that may be allowed by either party to the other, shall in any circumstance be deemed to be a waiver of rights under this Agreement and the party granting the indulgence, latitude or extension shall remain entitled to require strict and punctual compliance by the other party with each provision of this Agreement.

11. Assignment

11.1 Neither party will be entitled to assign, cede or transfer any rights or obligations acquired in terms of this Agreement in whole or in part to any other party or person without the prior written consent of the other party.

12. Severability

12.1 The parties agree that in the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable. If any invalid term is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

13. Applicable Law

13.1 The Agreement shall be governed, construed, interpreted and take effect in accordance with the laws of the Republic of South Africa. If any provision(s) hereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Breach

14.1 If either of the parties commits a material breach of any provision of this Agreement, all of which are deemed to be material, and the breach is capable of remedy, the other party may call in writing on the party in breach to remedy the breach within a period of 30(THIRTY) days.

14.2 If the breach is irremediable or remains unremedied after the notice period has expired, the party calling on the party in breach will be entitled, but not compelled, to either terminate this Agreement with immediate effect, or to claim specific performance, and shall give written notice to such effect to the party in breach.

14.3 Any party may terminate this Agreement with immediate effect on written notice to the other party in the following events:

- If either of the parties becomes commercially insolvent or commits any act of insolvency; or

- If either of the parties is placed in provisional or final liquidation (other than for the purposes of amalgamation or reconstruction, to which follows); or
- If either of the parties is placed under provisional or final judicial management.

14.4 The CONTRACTOR may cancel this Agreement, at its option, if the CUSTOMER fails to pay any amount due to the CONTRACTOR timeously and fails to remedy this breach within 7 (SEVEN) days of receiving written notice requiring the CUSTOMER to do so.

14.5 The CUSTOMER may cancel this Agreement, at its option, if the CONTRACTOR fails to provide any service provided for in this contract, and fails to remedy this breach within 7 (SEVEN) days of receiving written notice requiring the CONTRACTOR to do so.

14.6 The provisions of this breach clause will not affect the rights of the parties to claim damages or other relief in respect of breaches of any of its provisions.

14.7 Upon termination of this Agreement, for any reason whatsoever, all outstanding amounts owed by the CUSTOMER to the CONTRACTOR shall immediately become due and Payable and all services due at said date of termination of this Agreement, by the CONTRACTOR to CUSTOMER must be rendered in full.

14.8 Neither party shall be liable to the other party for any direct, indirect, special or consequential damages of any nature or loss of profit or other special damages of any nature which either party may suffer as a result of the use of the Machines or any service provided.

15. Confidentiality

15.1 Each party acknowledges that all material and information which has or will come into the possession or knowledge of the other in connection with this Agreement or the performance of the obligations hereunder, may consist of confidential and proprietary information, which, if disclosed to third parties, might be damaging to the proprietor thereof.

15.2 Both parties therefore agree to hold such material and information in the strictest of confidence, not to make use thereof other than in the performance of the obligations of this Agreement, to release it only to EMPLOYEES requiring such information and not to release or disclose it to any other party.

15.3 Neither party will use the name of the other in publicity releases or advertising or for other promotional purposes, without securing the prior written approval of the other party.

15.4 The parties agree that the provisions of this clause will survive the termination of this Agreement.

16. Non-Variation

16.1 No amendment or other modification of this Agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.

16.2 The parties agree that in the event of an amendment of, or addition to the Schedules attached to this Agreement, the **Official Representative** of the CUSTOMER or his duly authorized appointee on the one hand, and **Official Representative** of the CONTRACTOR or his duly authorized appointee on the other hand, will be authorized to make said amendments and/or additions.

16.3 The parties agree that an amendment of and/or addition to the Schedules attached to this Agreement, as described in above, will not imply an amendment of the Agreement and will not invalidate the terms and conditions of this Agreement.

17. Validity

17.1 If any provision of this Agreement is found or held to be invalid or unenforceable, the validity of all the other provisions hereof will not be affected thereby and the parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of variation of this Agreement.

18. Waiver

18.1 No waiver on the part of either party of any rights arising from breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

19. Settlement of disputes

19.1 Should any dispute, disagreement or claim arise between the parties (called hereafter "the dispute") concerning this agreement, the parties shall try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) working days from date of the written invitation.

19.2 If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to AFSA (Arbitration Foundation of Southern Africa) administered mediation, upon the terms set by the AFSA Secretariat

19.3 Failing such a resolution, the dispute, if arbitral in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation

19.3.1 The provisions of this clause:

- constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party will be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
- are severable from the rest of this Agreement and will remain in effect despite the termination of or invalidity for any reason of this Agreement.

20. Representations and warranties

20.1 The parties acknowledge that they have entered into this Agreement after making independent investigations and that neither party has made any representations or given any warranties other than as may be set out in this Agreement.

21. Co-operation

21.1 The parties undertake to co-operate and consult with one another in good faith with regard to the alleviation of any hardship which may be occasioned to either party as a result of unforeseen circumstances arising after date of execution of this Agreement; and supporting each other in the performance of all such actions and the taking of all such steps as may be open to them and necessary for the Maintenance of the import of this Agreement.

22. EVALUATION CRITERIA

22.1 This bid shall be evaluated in FOUR (4) stages as follows:

22.1.1 First stage: Mandatory Requirements
22.1.2 Second Stage: Administrative Compliance
22.1.3 Third Stage: Technical Evaluation
22.1.4 Fourth Stage: Specific Goals

22.1.1. FIRST STAGE: Mandatory Requirements

The following mandatory documents must be submitted with the bid and failure of ,which the bidder will be disqualified and not be evaluated any further;

22.1.1.1. Valid, attested proof of license issued by South African Health Products Regulatory Association (SAHPRA) as a manufacturer, distributor and/or wholesaler.

22.1.1.2 Valid and attested proof of registration and license with Radiation Control (SAHPRA) to import the model of the device or unit to be supplied under the bidder's name or letter of authorization from the license holder where the license is not in the name of the bidder.

22.1.1.3 Completed cost breakdown as per PRICE SCHEDULE OF THE EQUIPMENT.

22.1.2 SECOUND STAGE: ADMINISTRATIVE COMPLIANCE

22.1.2.1. The **Free State Department of Health** has prescribed minimum administrative requirements that must be met by the bidders for this bid, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

22.1.2.2. Where the bidder fails to comply fully with any of the administrative bidding requirements below/under this bid or the **Free State Department of Health** is for any reason unable to verify whether administrative bidding requirements are fully complied with, the Free State Department of Health reserves the right, either to:

a). Reject the bid in question.

b). Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the **Free State Department of Health** and such supplementary information/ documentation is only administrative and not substantive in nature.

c). Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.

22.1.2.3 Bidders shall take note of the following guidelines:

22.1.2.4 The below **administrative bidding requirements** shall be complied with and required documents must be attached before consideration for further evaluation.

22.1.2.4.1 Bidders are required to submit the below documents to comply with the policy to guide uniformity in procurement reform processes in Government as per section 2 of Practice Note No 1 of 2003 regarding bid documentation for supply chain management.

22.1.2.4.2 .SBD 1 – Invitation form to bid.

22.1.2.4.3 Proof of Authority – This is a company resolution for the capacity under which this bid is signed as per SBD 1

22.1.2.4.4 SBD 4 – Bidders Disclosure

22.1.2.4.5 SBD 6.1 – Preference points claim form

22.1.2.4.6 Central Supplier Database – A Central Supplier Database report must be submitted.

22.1.2.4.7 Written Confirmation to disclose tax status – It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an ongoing basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

22.1.2.4.8 Compliance certificate – SAHPRA

22.1.2.4.9 Failure to submit the documents above will invalidate the bid.

22.1.3 THIRD STAGE: TECHNICAL EVALUATION

LIST OF ABBREVIATIONS

SANAS	South African National Accreditation System
ISMRT	International Society for MR Radiographers & Technologists.
ISO COMPLIANT	Means that there is internal adherence to ISO standards without third-party auditing.
ISO CERTIFIED	Product is validated by a third-party.
ISO COMPATIBLE	Product is technically compatible with an ISO standard, frequently used in technology and hardware.
MRI Compatible	Not a standardized, official MRI safety regulatory term. In all definitions within the tender document and the word MRI

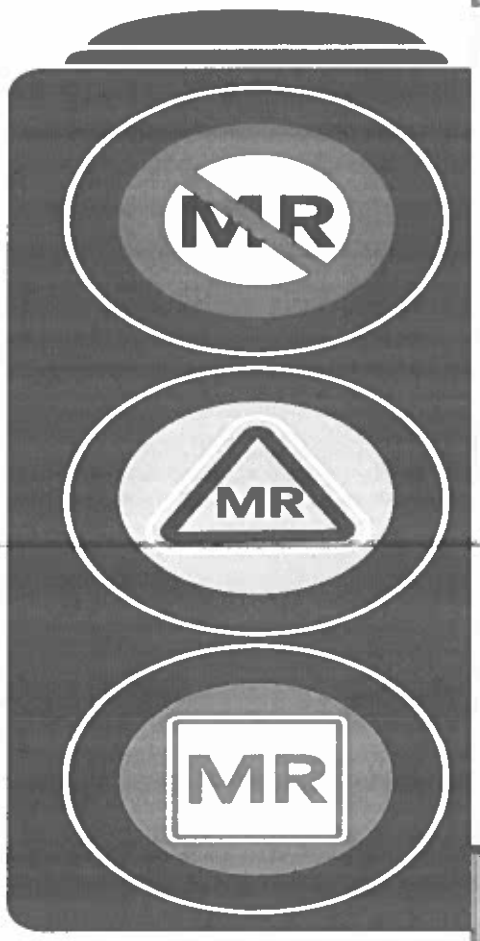
	compatible is used, items offered must be clearly labelled as per the **ISMRT guideline as either** MRI safe, MRI Conditional **or MRI** Unsafe**, not to be labelled by the bidder as MRI compatible.**
MRI Conditional	Is described as safe under certain conditions. Low hazard. Yellow in colour.
MRI safe	Is described as no hazard. Green colour.
MRI Unsafe	High risk. Red colour.

ILLUSTRATIVE SAFETY GUIDELINE AND DEFINITIONS

Understanding MRI Safety Labeling

The MR environment has unique safety hazards for patients with implants, external devices and accessory medical devices. Implants, medical devices and other equipment used in or near the MR environment should be labeled as **MR Unsafe**, **MR Conditional** or **MR Safe**.

MR Unsafe items should not enter the MRI scanner room. Patients with MR Unsafe devices should not be scanned.



MR Conditional items may safely enter the MRI scanner room only under the very specific conditions provided in the labeling. Patients should not be scanned unless the device can be positively indentified as MR Conditional AND the conditions for safe use are met.

The conditions for safe use will be different based on the intended use of the device.

For **items intended to enter the bore of the MRI system**, the MRI Safety labeling should be matched with the MRI system for:

- Static field strength
- Maximum spatial field gradient
- dB/dt limitations (usually only applicable to active implants)
- SAR limits
- Any other conditions needed for safe use of the device; for example, restrictions on the types of coils that may be used

When present, information about expected temperature rise and artifact extent may inform the risk/benefit decision of whether or not a patient should undergo an MRI examination. Expected temperature rise and artifact extent information are not conditions that must be met.

Items NOT intended to enter the bore of the MRI system usually have Gauss line positioning restrictions or requirements to tether or affix the device to an unmovable part of the room.

MR Safe items pose no safety hazards in the MR environment. They may be placed anywhere in the MR environment. Patients with MR Safe devices have no scanning restrictions.

FDA U.S. FOOD & DRUG ADMINISTRATION
CENTER FOR DEVICES & RADIOLOGICAL HEALTH

ISMRT A WORLD OF KNOWLEDGE FOR MAGNETIC RESONANCE PROFESSIONALS

REFERENCE:

ISMRT, A World of knowledge for magnetic resonance professionals. https://www.ismrm.org/smrt/resources/mr_safety_page/safety-committee-update-and-introduction-of-a-new-smrt-safety-page/ Accessed: 4 March 2026

SECTION D

TECHNICAL SPECIFICATIONS

A COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1) INCLUDING A COMPREHENSIVE, FULL SERVICE AND MAINTENANCE CONTRACT FOR PELONOMI TERTIARY HOSPITAL, FREE STATE PROVINCE.

1. The **COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1)** must be of modern, updated (software & hardware) technology under current production and should be licensed by SAHPRA (South African Health Products Regulatory Authority) for sale in Southern Africa markets by a recognized supplier who can provide and guarantee the service, spares and application support available within Africa to maintain the entire system for the unit to operate at peak operating performance. not BETA phase.

Quality Assurance should be SANAS (South African National Accreditation System) and appropriately accredited body.

The unit offered must be 1.5 Tesla wide bore of the most advanced current make and model described/classified as Helium Free, where it can be optimized for high patient volumes and advanced clinical performance with a high performance gradient with digital radio frequency and the use of high density RF coils.

	Description of Specification	Complies [YES/NO]	Mandatory	Page Reference manual/ Annexure
1.	**ITEM BID DESCRIPTION**			
	SPECIFICATIONS FOR THE SUPPLY, DELIVERY, DECOMMISSIONING, CONFIGURATION, INSTALLATION, ACCEPTANCE, COMMISSIONING, SERVICE AND MAINTANANCE OF A HIGH PERFORMANCE, COMPREHENSIVE 1.5 TESLA HELIUM FREE MAGNETIC RESONANCE IMAGING [MRI] UNIT, FOR PELONOMI TERTIARY HOSPITAL, FREE STATE DEPARTMENT OF HEALTH. **The offer shall include the following in the Final Bid Price;** The bid price must include in the final bid price of the stated **comprehensive MRI unit with its mandatory components/accessories, training and all licenses required for functioning of the unit** that are compatible for comprehensive, safe use and functioning of the offered MRI unit. **24 months warranty** from date of commissioning, on the comprehensive MRI unit including all supplied **MRI compatible mandatory accessories** and safety requirements must be part of the offer. A **comprehensive 5 years all inclusive Service, Quality Assurance and maintanance plan** after the 24 months warranty period of the comprehensive MRI unit with non-ferrous, compatible components supplied with the comprehensive MRI unit must be bid as a separate price. The **building/room alterations** with all required, mandatory accessories must be included in the bid and priced separately.			
2.	**UNIT DESCRIPTION**			
	THE MRI UNIT USES POWERFUL MAGNETS AND RADIOWAVES TO CREATE EXCELLENT, DETAILED INTERNAL BODY IMAGES FOR THE PURPOSES OF DIAGNOSING AND MONITORING OF CONDITIONS OF THE SOFT TISSUE IE. BRAIN, SPINAL CORD, MUSCULAR SKELETAL AND VARIOUS ORGANS. THE INTENTION IS TO EXAMINE THE BRAIN, SPINE, MUSCULOSKELETAL, HEART & BLOOD VESSELS, ABDOMEN & PELVIC AREAS, FOR BREAST IMAGING AND CANCER DETECTION WHILE ENSURING PATIENT SAFETY AND TIMELY RESPONSE TO CHANGE IN PATIENT CONDITION.			
3.	**TECHNICAL DESCRIPTIVE SPECIFICATIONS**			
	The MRI unit on offer must be of modern, updated (software & hardware) technology under current production and should be licensed by SAHPRA (South African Health Products Regulatory Authority) for sale in Southern Africa markets by a recognized Supplier who can provide and guarantee the service, spares and application support available within Africa to maintain the entire system for the unit to operate at peak operating performance. Quality Assurance should be SANAS (South African National Accreditation System) or appropriate accredited body. The unit offered must be 1.5 Tesla wide bore of the most advanced current make and model of whole body, described/classified as Helium Free, where it can be optimized for high patient volumes and advanced clinical performance with a high performance gradient with digital radio frequency and the use of high density RF coils.			
4.	**GENERAL SPECIFICATIONS**			
4.1	Specify software and version provided			
4.2	List of performance phantoms for installation and testing			
4.3	Guarantee/ Warranty period			
4.4	Training Schedule			
4.5	Safety features			
4.6	Service and Maintenance Schedule periods per year			
4.7	List all Post processing Software included			
4.8	List all post processing software that is optional			
4.9	Technology Year			
4.10	Technology installed internationally			
4.11	Technology installed in South Africa/Southern Africa			
4.12	Mandatory Equipment and accessories			
4.13	Optional Equipment and Accessories			

4.14	List of all length of time of examinations			
4.15	Indicate usage in hours on a 24 hour cycle and rest cycles of unit			
4.16	Manuals in English			
4.17	Generator capacity required (state warranty implications)			
4.18	Safety file			
4.19	Personal protective Equipment plan			
4.20	Project Manager OEM certified			
4.21	Must be DICOM and IHE compliant			
5..	**SYSTEM HARDWARE**			
5.1.	**MAGNET SYSTEM**			
5.1.1	The main magnet must be of field strength of 1.5 TESLA.			
5.1.2	The unit shall be of a super-conductive zero boil off modern design			
5.1.3	**Must be classified as Helium Free needing no refill of helium. Specify your technology**			
5.1.4	**Magnet length** must be of a short bore nature, magnet length to be less than 175cm. specify your offer.			
5.1.5	Magnet **maximum FOV** . Specify yours			
5.1.6	Magnet **field stability** shall be equal or less than 0.1 ppm/hour. State yours			
5.1.7	Indicate **Off centered FOV imaging** enhancement technology if available for anatomy such as for elbows, shoulders and wrist imaging. Specify your offer.			
5.1.8	EMI Shielding factor 99%-100%.			
5.1.9	**Magnet type/design and features**			
5.1.10	**Magnet activity** during power outages or automatic quenching			
5.1.11	**Magnet weight**			
5.1.12	**Cryogen/cooling system** used for the magnet cooling.			
5.1.13	**Cooling interval** of the Cryogen/cooling system technology. Specify your offer			
5.1.14	Typical **cryogen refilling interval**.			
5.1.15	**Maximum helium** capacity			
5.1.16	**Helium boils off** details			
5.1.17	**Ramping technology.** Please specify.			
5.1.18	Helium/magnet **AI** or **remote monitoring systems must be** available for end user. Specify your offer.			
5.1.19	Helium/magnet **AI** or **remote monitoring systems** available for vendor. Specify your offer.			
5.1.20	Indicate **Helium consumption** of the unit, in litres. Technology used.			
5.1.21	Indicate if **Helium refill** is required after voluntary or involuntary quenching. Indicate technology used.			
5.1.22	Indicate the **unit downtime** after a ramp down and/or after a voluntary or involuntary quench. Indicate technology used.			
5.1.23	Indicate the unit downtime after a power outage impacting on backup generator power.			
5.1.24	**Magnet controller type**.			
5.1.25	Indicate if there is a need for **vent pipe technology** and its requirements. If **no vent pipe**, indicate cooling method provided			
5.1.26	**Magnet shimming** shall be available and if it is active and passive, automatic and manual. Specify your offer			
5.1.27	**Auto-shimming** must be available. To shim the magnet with patient in position. Indicate the time for auto-shimming and if off-centered shimming is possible. State your offer.			
5.1.28	**Magnet shielding** must be available.			
5.1.29	**Magnet shielding material used**. Specify your offer.			
5.1.30	Indicate if **magnet shielding** is active or passive.			
5.1.31	The bidder must indicate how they will guarantee there will be no **magnet vibration** of the system, utilizing all available imaging sequences throughout the life of the MRI unit. Specify.			
5.1.32	If there are such **magnet vibrations**, the bidder shall ensure to do the required alterations to the magnet or building at no additional cost, throughout the warranty and the life of the MRI unit.			

5.1.33	Indicate the **upgradeability** for the unit (without magnet replacement).			
5.1.34	Indicate magnet **homogeneity,** measured in parts per million (ppm) over a specific Diameter of Spherical Volume (DSV). *The lower the ppm the higher the image uniformity. **Magnet homogeneity shall meet the following specifications, using the standard deviation VRMS (Volume Root M Square using 24 plane plot method.** **(Please indicate your MRI homogenity using the illustration below as example under the headings as tabulated.** ▪ Diameter Volume (x,y,z): Typical ppm and Guaranteed ppm ▪ 10cm DSV 0.00~ 0.02 ~ ▪ 20cm DSV 0.03 ~ 0.0 ~ ▪ 30cm DSV 0.1 ~ 0.1 ~ ▪ 40cm DSV 0.3 ~ 0.4 ~ ▪ 45cm DSV 0.8 ~ 1.0 ~ ▪ 48cm DSV 1.7 ~ 2.0 ~ ▪ 50cm DSV 2.7 ~ 3.3 ~			
5.1.35	The **5 Gauss/0.5 mT fringe magnetic field** (stray field) strength shall be contained in an area of typically 2.5m (radial) by 5.0m (axial). • State actual area/typical distance from the magnet • State minimum room size to contain the 5 Gauze line within the examination. • State whether current room size fits the description of the requirements of the 5 Gauze line.			
5.1.36	A **duplicate operator's panel** on each side of the magnet bore should provide the following information;			
A	Scan start			
B	Scan abort			
C	Pause and resume scanning			
D	Emergency power off			
E	Laser light localizer			
F	Ventilation on/off adjustment			
G	Lighting on/off adjustment			
H	Couch position display			
I	Interlock display			
J	System ready LED			
5.2.	**MAGNET SAFETY**			
5.2.1	Magnet shall be equipped with a **quench exhaust if necessary for the working of the machine leading outside of the building** in the event of magnet quench to prevent injury to staff and patients. If your MRI does not use a quench pipe, explain your technology and attach supporting safety documents.			
5.2.2	Magnet shall be equipped with **emergency ramp down unit** for fast Magnetic field reduction without losing helium when patients or staff is in danger. Explain your offer.			
5.2.3	Magnet must be equipt with an **Emergency Magnet Rundown ("quench button")** used for life-threatening emergencies, which will initiate a controlled quench and turn off the magnetic field. Electric power should remain on.			
5.2.4	**Non-emergency quenching and emergency quenching** mechanisms shall be available.			
5.2.5	State **length of time** of recovery to normal services.			
5.2.6	State **quenching can be done safely by an End User** without replacement of Helium or a technician.			
5.2.7	State when **quenching** is considered as a **cost to the End User**.			
5.2.8	All other **safety regulations** by Environmental Safety law and regulations that must be applied.			

5.2.9	The successful bidder must provide an **MRI user license** obtained from the South African Radiation Directorate (SAHPRA).			
5.2.10	The bidder shall ensure a **physical floor marking** to guide safe access and differentiate between MRI safe and MRI conditional throughout the warranty period and the life of the MRI unit.			
5.2.11	The bidder is to ensure that appropriately placed **magnetic hazard signs** of 5 common South African languages and South African sign language and for visually impaired are displayed.			
5.2.12	A **walk-through metal detector** built into or in front of the MRI room prior to the examination room must be Installed to insure patients and staff safety and shall be comprehensively serviced, maintained by the bidder throughout the life of the MRI unit. Vendors to make recommendations.			
5.2.13	The **MRI entrance area** and **MRI Examination room** and **Radiographers' Workstation Area** and **MRI Patient Waiting Areas** shall be marked off by large warning labels/lights and notices. They are to accommodate the visually impaired and those that cannot read and they must accommodate the 4 local languages within the Free State (English, Afrikaans, Sesotho and South African sign language & must accommodate the visually impaired all according to International safety standards).			
5.2.14	**Real-time Specific Absorption Rate (SAR)** calculation shall be performed by software to ensure that RF power levels comply with regulatory guidelines and must be displayed on each image, to ensure monitoring according to International Electro Technical Commission ((IEC) Standards.			
5.2.15	MRI area shall have **adequate access control** – Indicate your offer			
5.2.16	All areas into MRI area to be **locked** and able to be **monitored** for breach of access. Indicate your offer.			
5.2.17	Indicate your **access control plan** as part of the Bid.			
5.3.	**BORE**			
5.3.1	The **bore diameter** shall be of minimum of 70cm measured at the center in an operational mode.			
5.3.2	The **bore length** shall be short, cylindrical type of not more than 180cm (the shorter bore will be better). Please specify.			
5.3.3	Indicate **Patient aperture diameter**. (The bigger the better)			
5.3.4	Indicate the **internal bore dimensions** (LxWxH).			
5.4.	**GRADIENT SYSTEM**			
5.4.1	**Gradient System Amplitude** for spatial encoding, must be approximately range at 30mT/m to 45mT/m or higher. Specify yours.			
5.4.2	**Slew Rate** for change of gradient strength: to be specified. Range : 120-200 T/m/s or more, specify.			
5.4.3	**Rise Time** for time to reach maximum gradient strength: must be at 0.1 to 0.3 msec. Specify yours.			
5.4.4	**Gradient Linearity** for how close the actual gradient field matches the ideal linear profile across FOV.			
5.4.5	**Gradient Duty cycle** shall be at 100% . Specify yours.			
5.4.6	**Maximum FOV** (x.y.z) should be not less than 50cmx50cmx50cm. Specify your offer			
5.4.7	Gradient **upgrades** to different levels or equivalent should be possible without changing gradient coils.			
5.4.8	**Coil design** Non-resonant and digital, or indicate technology used.			
5.4.9	State **maximum number of slices**. 2D 3D			
5.4.11	State **minimum slice thickness** for 3D reconstruction.			
5.4.12	**Gradient Amplifier and Coil** (water-cooled): The system must have active cooling system for gradient and power supply. Optimized digital control system that utilizes Intelligent Gradient Control (IGC) or a similar one with frequency dependent feed-forward and feed-back model to deliver accurate output with optimized performance. State your **cooling system**.			
5.4.13	The **output linearity** of gradient amplifier is not no worse than + 0.1 of peak.			
5.4.14	A **child -friendly** scanning aesthetically looking environment is required; Noise should be kept to minimum. State your advance ergonomic features that characterize the configuration offered.			

5.4.15	A **Claustrophobic- friendly** scanning environment is required; Noise should be kept to minimum. State your advance ergonomic features that characterize the configuration offered.			
5.4.16	A **Claustrophobic- friendly** scanning environment is required; Indicate if the following are offered: Feet first positioning option Visual distraction option State your offer,			
5.4.17	State the number of **independent receiver coil channels** that can be connected simultaneously for a single scan.			
5.4.18	State the **range of flip angle** that can be selected freely while maintaining signal noise ratio.			
5.4.19	**Eddy current elimination** must be included.			
5.4.20	**Silent gradient coil system** is required to eliminate gradient coil noise during fast image acquisition sequences. Preference will be given to system providing the lowest gradient noise and best noise reduction. Vendors to explain in detail how the noise reduction is achieved. Give full details.			
5.4.21	Further **noise reduction techniques** should be made available via the software that will allow noise reduction by gradient pulse wave form shaping. State your offer			
5.4.22	The **aucostic noise reduction and magnet vibrations** should work for all pulse sequences by using both hardware and software functionality. State your offer			
	Manufacturers documentation must be provided to indicate clearly the **aucostic noise reduction** achieved when using the;			
5.4.22.	• Hardware acoustic noise reduction package. State your offer			
	• Software acoustic noise reduction package. State your offer			
	• Hardware. and software noise reduction package. State your offer			
5.5	**DIGITAL RADIO-FREQUENCY SYSTEM**			
5.5.1	The MRI system shall include an **RF system to transmit well-defined FR pulses** to the patient and to receive the resonant F signals (echo) from the patient for further computer processing.			
5.5.2	**Resonance frequency** shall be +/- 63MHZ (1.5 T). Specify your offer.			
5.5.3	**RF power amplifier shall be less than 24 Kw. Specify your offer.**			
5.5.4	The RF system shall be of **digital Transmitter and Receiver Design** and technology.			
5.5.5	The **Maximum power output** of transmitter rating shall be approximately 16kW or above. State rating.			
5.5.6	State the **bandwidth** of the RF transmitter.			
5.5.7	State **High Frequency data sampling rate** for unit since high Frequency is required for fast scan techniques.			
5.5.8	The system shall be equipped with **RF fault Protection** limit or in the event of malfunction. State your offer.			
5.5.9	State **Frequency resolution** of RF synthesizer. The Standard Is 0.35Hz. State your offer.			
5.5.10	The **Receiver components** shall be integrated into the Magnet housing. State if design different.			
5.5.11	The **Receiver components** are to be stored properly to prevent damage for ideal storage conditions (as per site visit). Must be included.			
5.5.12	The system should have a **minimum 18 independent RF Receiver channels**. State your offer.			
5.5.13	The **Standard Phase Resolution** is 0.1 deg/bit. State your offer.			
5.5.14	**Noise** of the preamplifier to be less than 0.5 decibels. State your offer.			
5.5.15	State the **maximum Receiver bandwidth** of each Receiver channel.			
5.5.16	State **Maximum number of simultaneously connected coil elements**. State yours (the higher the better as preference).			
5.5.17	State the **Maximum Receiver bandwidth** of each Receiver channel.			
5.5.18	**Sampling Rate** of each ADC to be 80 MHz or higher and State ADC Sampling Rate Resolution. State your offer.			

5.5.19	The **Standard Digital Receiver signal resolution** is 32bit. State your offer.			
5.5.20	Support for **advanced pulse sequence** must be offered.			
5.6.	**RF SAFETY**			
5.6.1	The MRI system shall include a safety system, providing maximum safety for the patient at all times.			
5.6.2	The system should allow a **calculation to prevent excessive RF power being applied** to the patient for all pulse sequences. Provide details as to how maximum patient safety is achieved by the limiting of applied RF power during the various pulse sequences.			
5.6.3	The system software shall **evaluate the RF power level prior to each scan** and when necessary, alert the operator to the required changes to the scan protocol. The scan shall be inhibited until the scan parameter values have been suitably modified by the operator.			
5.6.4	During the scan, the operator must be **automatically alerted** if the prescribed RF power deposition limit has been exceeded. Specify full details.			
5.6.5	The safety system shall protect the patient from any danger in case of **system failure**. Specify the offer.			
5.7.	**RF CABIN AND INTERIOR ROOM FINISHES**			
5.7.1	RF Shielding requirements for the magnet room including interior room finishes must be included.			
5.8.	**RADIOFREQUENCY COILS FOR VARIOUS CLINICAL APPLICATIONS**			
5.8.1	The bidder shall supply the latest Integrated **coil technology** included with the Tender (Not optional). Indicate type of coil technology used.			
5.8.2	The bidder must per coil offered on **each coil** supplied indicate if they are 8 channel coil or higher. The higher channel coil will be better.			
5.8.3	Each bidder has its coil philosophy. Please state how the Coil philosophy of the unit contributes and improves the Image Quality and Workflow.			
5.8.4	**Coil pre-amplification** shall be on the patient table connector and coils must be interchangeable, be of light construction and short cables or better.			
5.8.5	State and include description of any other **Coil Technology** that will; • improve or enhance performance, give brief factual description • keep up to date with less stress discomfort to the patients, give brief factual description • be user friendly, give brief factual description • Reduced time wastage, give brief factual description			
5.8.6	Indicate the **Standard Surface Coils** supplied with system.			
5.8.7	Indicate the **maximum Coils connection to do whole body scan**. Give detail of; • coils and connections • include detail of Full body coverage in centimeters.			
5.8.8	N.B Included in the bid there must be **two body Coils** if the number supplied cannot prove coverage over 2 meter for extra tall patients.			
5.8.9	**Connected Coils** must be detected automatically when connected, latest technology.			
5.8.10	It must be possible to **activate and deactivate the active coil** and elements from the main console.			
5.8.11	**Specialty coils** must be listed, supplied and functional.			
5.8.12	**All coils** provided with the MRI unit must also be quoted as accessories (in the event of a requirement to replace).			
5.8.13	The Coils to provide optimal imaging including, but not limited to the clinical settings.			

5.8.14	Coils to provide optimal scanning of Peadiatric from 1.5kg-60kgs including all sequences. Imaging of orbits, optic nerve, optic tracts, pituitary fossa ,hypothalamus, temporal lobe/bones etc should be possible for Pediatric patients as well.			
5.8.15	Please indicate the following, when descibing offer. • Coil channel and coil channel array type per coil • If the same coil is to be used as per listed requirements • Which coils are used per listed anatomical structure.			
5.8.16	The coils must be of a **flexible design**. Indicate which of the coils are flex coils or a better technology.			
5.8.17	Both adult and paediatrics coils. If the same coil can be used by both, please indicate.			
5.8.18	**Coils to be Included as standard, licensed for high resolution & post-processing in the comprehensive MRI 1.5 T package;**			
5.8.19	**Head coil**			
	• Neurovascular dedicated /in combination coil for high density neurovascular examinations. States number of elements.			
	• Bidders to state other separate applications and uses of the offered coils			
5.8.20	**Head & Neck/c- Spine Coil/s**			
	• Head-neck (brain, t-m joints, facial, soft tissue neck, c spine, brachial plexus etc) with patient friendly design, high resolution type comprising of 8 channel phase array or higher coil design is required that will be used in conjunction with parallel acquisition imaging techniques.			
	• Bidders to state other separate applications and uses of the offered coils			
5.8.21	**Thoracic & Lumber & whole Spine Coil/s**			
	• For the scanning of Thoracic and Lumbar spine, of high-resolution type comprising of 8 channel phase array coil design or higher is required that will be used in conjunction with parallel acquisition imaging techniques.			
	• Must be able to have capability to slide up to 300cm that is required for coil repositioning on the patient without re-positioning the patient on the tabletop.			
	• Must be used for routine feet first imaging of the lumbar and thoracic regions.			
	• Bidders to state other separate applications and uses of the offered coils			
	• Be able to provide Whole spine imaging. Give details			
	• neck soft tissue			
	• Cervical/ Thoracic/ Lumbar / Sacroiliac / coccyx			
5.8.22	**Upper and lower extremities and joints coil/s**			
	For scanning of the following as listed below, using high resolution flexible multi-purpose coil of 8 channel array or higher. Give details.			
	Bidders to state other separate applications and uses of the offered coils.			
	• Wrist/hand.			
	• forearms			
	• humerus			
	• shoulder			
	• knee			
	• femur			
	• tib/fib			
	• various/all joints			
	• ankle & foot			
5.8.23	**Whole body coil/s** (head, chest, abdomen and pelvis)			
	• An integrated whole body coil encased in the magnet cover is required with an inner diameter of at least 70cm.			

	• A high resolution flexible multi-purpose coil of 8 channel array or higher is required that will be used in conjunction with parallel acquisition imaging techniques for abdominal and cardiac imaging.			
5.8.24	**Peripheral Angiography coil/s** (whole body diffusion, run off, MRA, MRV etc)			
	• A high resolution flexible multi-purpose coil of 8 channel array or higher is required that will be used in conjunction with parallel acquisition imaging techniques for peripheral studies.			
5.8.25	**Abdominal/Pelvic coils**			
	• A high resolution flexible multi-purpose coil of 8 channel array or higher is required that will be used in conjunction with parallel acquisition imaging techniques for abdominal and pelvic studies.			
	• Prostate imaging			
	• Kidney imaging			
	• Pancreas imaging			
	• Colon imaging			
5.8.26	**General/Multi purpose flex Coil**			
	• A high resolution flexible multi-purpose coil of 8 channel array or higher is required that will be used in conjunction with parallel acquisition imaging techniques			
	• State uses/limitations			
5.8.27	**Dedicated Padiatric coil/s for all Paediatric applications**			
	• A high resolution flexible multi-purpose coil of 8 channel array or higher is required that will be used in conjunction with parallel acquisition imaging techniques for paediatric studies.			
	• State all dedicated coils.			
5.8.28	**Cardiac Coil**			
	• A high resolution flexible multi-purpose coil of 8 channel array or higher is required that will be used in conjunction with parallel acquisition imaging techniques			
5.8.29	**~~Breast coil for Breast MRI, MR Mammography and biopsy~~**			
	• A high resolution flexible multi-purpose coil of 8 channel array or higher is required that will be used in conjunction with parallel acquisition imaging techniques			
	• Must have sterotactic biopsy guided unit.			
5.8.30	***Coils included must be able to be used for :***			
	• >Neurovascular			
	• >Cardiac			
	• >Peripheral MR Angiography			
	• >Prostate			
	• >Colonography			
	• >All paediatric applications			
	• >MSK (Musculoskeletal) examination			
	• >Breast Imaging			
	• >Orthopaedic applications			
5.8.31	State all standard operating software and advanced post processing software packages must come as standard with the system. To be included in the Bid price.			
5.8.32	State all standard coils included with the MRI system and their price of each coil separately.			
5.9.	**Additional Coils**			
5.9.1	Any other coils not mentioned above must be separately listed and quoted as optional. Full clinical applications details for the optional coils offered must be supplied. Price separately.			
5.9.2	The bidder shall supply an MRI compatible, clearly labelled, with the required cautionary bold signage, mobile secured/lockable cupboard on wheels to accommodate all coils for storage in the room. To be included in the bid price.			
5.9.3	**Optional coils will be available for procurement using the same contract of Comprehensive MRI 1.5T for a period of 48 months from the date of commissioning of the unit.**			

5.	**TABLE AND TABLE MANAGEMENT**			
6.1	**Table**			
6.1.1	Two (x2) Patient tables shall be lockable/ dockable and interchangeable for improved patient workflow and for removal, transfer and exchange of patient during an emergency to ensure continued workflow.			
6.1.2	Please state table movement as follows; • longitudinal speed • vertical speed. • Horizontal table speed and movement.			
6.1.3	Please state table specification as follows; • table minimum height • maximum height. • Table (LxW) • Table travel			
6.1.4	**Dual table control panels** shall be located at either side of aperture/gantry for ease of access.			
6.1.5	Table movement,**locking and unlocking** should be able to be controlled both manually (at table) and remotely (at console). Specify your offer.			
6.1.6	Table shall be equipt with **manual override** for quick removal of patient from magnet bore in the event of emergency. Specify your offer and technology			
6.1.7	State **maximum couch load capacity**. The maximum couch capacity must be displayed in the following areas of the facility; MRI room wall/door, on the MRI table and in the Radiography Workstation Area wall, and near the adult digital scale wall.			
6.1.8	State **maximum load capacity** of each table, must be more than 200kg.			
6.1.9	**Scannable range** must be indicated.			
7.	**PATIENT COMFORT/SAFETY AND PATIENT SUPPORT**			
7.1	**All MRI Conditional or MRI safe Patient safety and patient comfort components must be indicated clearly by the vendor in the bid document, where the component is MRI compatible under the category of either "MRI conditional" or "MRI safe". ALL offered accessories/components must be labelled in permanent bold as "YELLOW" as *MRI conditional* if MRI conditional or labelled in bold permanent "GREEN" as *MRI Safe* if MRI safe. Refer to the illustration list of definitions on page 16 and 17 or use manafacturers own.** Certification from manufacturer must be provided. Indicate on each item, whether *MRI conditional or MRI Safe*, on Bid document and the limitations. Training of MRI personeel must include MRI safety and Checklists for each component supplied and include written safety, use and precautionary, cleaning and maintanance protocols for each component supplied, all of which must form part of training and handed over to the Head of Department as hardcopy documents and digital documents. Signage MUST be of permament in nature and be placed on and near ALL components, whether *MRI conditional or MRI Safe* at the entrance of the MRI area, room, etc. All signage must be bold, accommodate atleast 3 FS languages including accomodating the visually impaired and deaf. The components should form part of the warranty period of 24 months and 5 year SLA after the warranty period. (exclusions, inclusions and limitations must form part of the offer)			
7.2	Head or feet first entry (tunnel design)			
7.3	Dual-flared patient bore			

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name Of the bidder: _____	Bid Number: **DOH(FS) 06/2026/2027**
Closing Time: **11H00**	Date: 07 AUGUST 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF THE BID.

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	As required	**COMPREHENSIVE 1.5 TELSA HELIUM FREE MAGNETIC RESONANCE IMAGING (MRI) UNIT (X1)**	R _____per each (Outright Purchase)
		BUILDING ALTERATIONS	R_____
		(See attached Specifications)	R _____Monthly service & maintenance
			R _____Total amount for service & mantenance for five years.

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	Free State Department of Health
At:	Pelonomi Tertiary Hospital
Brand and model:	_____
Country of origin:	_____
Does the offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
The Period required for delivery	_____
Delivery	* FIRM / NOT FIRM
Delivery basis	_____

**** "All applicable taxes" included value-added tax, pay-as-you-earn, income tax, unemployment insurance fund contributions and skills development levies**
*** Delete if not applicable.**

PRICE ADJUSTMENTS

A FIRM PRICES FOR PERIOD CONTRACTS SUBJECT TO ESCALATION - STATUTORY

1. IN CASES OF PERIOD CONTRACTS, PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT PERIOD WHERE AFTER IT COULD BE ADJUSTED ON QUALIFICATION AND APPLICATION WITHIN THE REQUIRED PERIOD

2. IN THE FOLLOWING CATEGORY STATUTORY INCREASES WILL BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{D4t}{D4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, TAX, etc. The total of the various factors D1,D2…etc. must add up to 100%.
R1t, R2t……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

CPI DATE : May 2026

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B FIRM PRICES FOR PERIOD CONTRACTS - SUBJECT TO RATE OF EXCHANGE VARIATIONS

IN CASES OF PERIOD CONTRACTS, PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT PERIOD WHERE AFTER IT COULD BE ADJUSTED ON QUALIFICATION AND APPLICATION WITHIN THE REQUIRED PERIOD

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the second period of contract will be calculated per consignment by using the actual exchange rates as issued by your commercial bank at time of bidding and the actual direct change as a result of the rate of exchange for payment of the specific consignment to the contractors supplier. (Proof from bank for rate of exchange applicable to the bid at time of bidding MUST be attached to the bid)

Claims must be provided within 90 days from date of change in price however payments to overseas suppliers must be made within 30 days from receipt of the Departments payment.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) The applicable preference point system for this tender is the **80/20** preference point system.

c) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

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tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the **80/20** or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the **80/20** or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the **80/20** or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

60.

Specific goal	Applicable weight	The weight/s is to be broken down as follows:	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
Woman	4	• 100% Woman ownership = 4 points • 75%-99% Woman ownership = 3 points • 50%-74% Woman ownership = 2 points • 1-49% Woman ownership = 1 point	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	4	• 100% Youth ownership = 4 points • 50%-99% Youth ownership = 3 points • 1%-49% Youth ownership = 2 points • 0% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
People with disability	2	• 100% Ownership = 2 points • 0% Ownership = 0 points	• Sworn affidavit signed by the company representative and attested by the Commission of Oaths
Free State based company	10	• Free State based company = 10 points • Not Free State based company = 0 points	• Municipal Account **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councillor

Table 2: Specific goals for the tender and points claimed are indicated per the table below.

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

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The specific goals allocated points in terms of this tender	Applicable weight Number of points allocated (80/20 system)	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman	4	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**	
Youth	4	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**	
People with disability	2	• Sworn affidavit signed by the company representative and attested by the Commission of Oaths	
Free State based company	10	• Municipal Account **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councillor	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

63.

health
Department of Health
FREE STATE PROVINCE

SWORN AFFIDAVIT FOR DISABILITY

I, the undersigned,

Full Name & Surname	
Identity Number	
Number of shares (percentage) owned by the person	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I have a **Disability** and I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (Cc, (Pty) Ltd, Sole Prop etc.):	
Nature of Business	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

4. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

_____

Commissioner of Oaths (Signature & Stamp)

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

CONTENTS:

THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION:

1) INVITATION OF QUOTATIONS

Quotations with the value above R500 000 may not be invited for the period less than 7 days before closing.

If due to circumstances that there is a need to close the quotation within the period less than 7days, the intention to invite the supplier for the lesser period should be indicated in the Demand Form. **Minimum of three quotations must still be obtained in this regard.**

2) EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 80/20.

The preference points for this bid/quotation are allocated as follows and will be applied when adjudicating the bid / quotation:

Price	=	80 points
Specific goals	=	20 points
Total points	=	100 points

3. THE APPLICATION AND IMPLEMENTATION OF THE PRERERENTIAL PROCUREMENT SPECIFIC GOALS

3.1 The institutions must apply the 80/20 Preferential Point System to all the bid above R1 million. The following Specific goals are applicable to all the requests for quotations within the Department

Specific goal	Applicable weight	The weight/s is to be broken down as follows:	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
Woman	4	• 100% Woman ownership = 4 points • 75%-99% - Woman ownership = 3 points • 50%-74% Woman ownership = 2 points • 1-49% Woman ownership = 1 point	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	4	• 100% Youth ownership = 4 points • 50%-99% Youth ownership = 3 points • 1%-49% Youth ownership = 2 points • 0% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the**

			percentage of shares owned by the individual Director/s.
People with disability	2	• 100% Ownership = 2 points • 0% Ownership = 0 points	• Sworn affidavit signed by the company representative and attested by the Commission of Oaths
Free State based company	10	• Free State based company = 10 points • Not Free State based company = 0 points	• Municipal Account (If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached) OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councillor

4) Once-off bid prices

4.1 Firm prices:

Prices for once-off bids must be firm. No application for price adjustment will be considered except in the case where rate of exchange is applicable. All the necessary documentary proof must be submitted.

Where the exchange rate is applicable the bidder is expected to complete the SBD 3.2 in full at the time of bidding.

5) Period Contract Prices

5.1 1st year of the contract period:

Prices must be firm for the 1st (first) year of the contract period. No price adjustments will be allowed during the 1st year of the contract period except in the case where rate of exchange is applicable. The request for price adjustment due to rate of exchange will be considered per consignment. All the necessary documentary proof must be submitted.

5.2 2nd year and rest of the contract period – Prices subject to escalation

5.2.1 A request for price adjustment due to statutory increases on period contracts will be considered **after** the 1st year of the contract period if the bid/quotation is qualified as such and with the necessary documentary proof.

5.2.2 **In order to be considered for price increases from the 2nd year** of the contract period (statutory increase) and where the rate of exchange is applicable (on request per consignment), the price escalation form SBD 3.2 must be completed in full.

5.2.3 **Submitting of price adjustment claims:**

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.

Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

Companies must indicate in the bid document the amount to be remitted abroad as well as the rate of exchange applied in the conversion of that amount into SA currency, when calculating the bid price. Proof from the bank for rate of exchange applicable to the bid at time of bidding **must** be attached to the bid document.

Price adjustments based on Rate of Exchange will only be applied per consignment delivered to the applicable institution of the Department due to the continuous fluctuation.

5.2.4 Documentary proof for price adjustments:

(i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.

(ii) The following information must be supplied when claims for rate of exchange variations are lodged:

- Documentary evidence of currency and amount paid to foreign supplier
- Supplier's invoice
- Bill of entry/landing
- Copy of institutions order, delivery note and invoice

5.2.5 Failure to comply with the conditions as per par. 5.2.2 to 5.2.4 **will invalidate** the claim.

6) Qualification of bid / quotation documents

6.1 The invitation form (SBD 1 / Quotation Invitation Form) must be **completed in full, stamped where it is required and signed originally** (in black pen ink) by the person in the company who is authorised to do so. **Failure to sign the offer will invalidate the offer.**

6.2 The SBD forms and all other bid forms must be submitted in the original format. The Office will only consider the original bid documents issued by the Office and signed by the company. Bid documents that are *retyped, transmitted by facsimile, electronic mail or changed in any other way,* **will** invalidate the bid. Scanned documents, which are completed in the original, will be acceptable.

7) Applicable Declarations – SBD 4, SBD 6.1:

All declarations must be **originally completed** in full and duly signed by the bidder and where required, two witnesses.

7.1 **SBD 4 – Declaration of Interest**

All the state employees are not allowed to do a business with the Free State Department of Health.

8) Corrections to documents:

8.1 Correction fluid (like Tippex for example) must not be used in bid documents in order to correct mistakes. Where a company wishes to correct a mistake, a single line must be drawn through it and the company must place his/her signature and date next to the correction, so that the original entry is still visible and legible. Failing to rectify mistakes in this manner **will** invalidate the bid or the relevant item, or the relevant clause.

8.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation **will not** be taken into consideration.

8.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

8.4 Where **specific goal points** are claimed on the SBD 6.1 form, the form must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will** not be considered.

8.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid **will** not be considered. Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

9) Tax Clearance Certificates

9.1 **Original valid Tax Certificates must be attached** to the bid documents. Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.

9.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.

9.3 Period Contracts: Should the bid be accepted; the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.

9.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

10) Compulsory Explanatory Meeting and / or Site Visit

10.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend **will invalidate the bid**. **In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.**

10.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document. Copies of the document will not be accepted.

10.3 Information already provided at the meeting will not be repeated to late attendees.

10.4 A copy of the minutes of the meeting can be made available to companies on request.

11) Payment to suppliers

Payments will be handled as prescribed by the PFMA and will normally be affected within 30 days of receipt of all the required documentation, which should be correct in every respect.

12) Legislation / Laws

Companies must comply with the provisions of current Labour Legislation as well as any other relevant legislation or legal requirement.

13) Validity period of bid

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents (SBD 3.1 / 3.2) and is calculated from the closing day with the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or Public Holiday, the bid is to remain valid and binding until the close of business on the following working day.

14) Quantities

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any losses the contractor might suffer for not ordering specific quantities.
Where quantities are specified, "as required" the quantities will be ordered as and when needed.

15) Samples

15.1 Samples to be submitted (if so required in the bid documents), must be clearly marked with the bid and item number as well as the company's name.

UNDER NO CIRCUMSTANCES SAMPLES SHALL BE INCLUDED IN THE BID DOCUMENTS. SAMPLES INCLUDED IN BID DOCUMENTS WILL NOT BE CONSIDERED

15.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid.

15.3 Samples shall be supplied by the bidder at his/her own expense and risk.

15.3.1 Samples of the successful company will be kept with the Department until the end of the contract period and will be retuned to the company only if so stated in the bid/quotation documents.

15.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department.

16) Bid prices

16.1 Prices of bids must be provided for the specific units as required per SBD 3 forms. The packaging may vary and will be considered unless specific packaging is required.

16.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.

16.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department.

17) Price lists

Price lists **will not** be considered for acceptance of the bid unless it was specifically requested in the bid / quotation documents.

18) Specification – company's response

Where a specification provides for the company's response to the different points of specification, the bidder's part must be properly completed or the bid or the relevant item will be disqualified. **Where items deviate from the requirement, the deviation must be indicated.**

19) Adjudication of bid

19.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act,2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation.

19.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19.3 In the event of a bid being awarded as a result of specific goal points claimed in terms of the revised Preferential Procurement Regulations 2022, the contractor may be required to furnish documentary proof to the satisfaction of the Department.

19.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the specific goal points for B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

19.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:

19.3.3 Disqualify the bidder or person from the bidding process;

19.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;

19.3.5 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;

19.3.6 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the *audi alteram partem* (hear the other side) rule; and

19.3.7 Forward the matter for criminal prosecution.

20) Restriction of business interest of employees conducting business with the Provincial Government

An employee may not have a business interest in any entity conducting business with the Provincial Government.

21) Compliance to contract

21.1 The Department will monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.

21.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.

22) Contract signing

In response to an invitation to bid, companies must submit bid which in terms of the law represent offers. Once an offer is accepted and a bid is awarded to a successful company, a legal contract comes into existence.

The Department **will not** enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid.

23) **Financial schedules**
The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.

24) **Declaration of Interest**
Failure to declare interest on the part of the company or officials from the Department is unacceptable, which **will** lead to the bid/quotation not being considered.

25) **Descriptive literature / brochures / pamphlets**
If so required, the company must supply descriptive literature, brochures or pamphlets.
Descriptive literature is regarded as text and photos as issued by the original manufacturer.

26) **Performance Security / Surety**
A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.

27) **Accredited representative**
If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.

28) **Equipment exceeding specifications**
There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes.

29) **Delivery and documents**
If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document

30) **Insurance**
Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document.

31) **Incidental services**
Incidental services if so required will be handled as specified in the bid document.

32) **Spare parts**
Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.

33) **Warranty**
32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.

32.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

34) **Penalties**
Penalties will be imposed as per current prime interest rate as prescribed by the General Conditions of Contract par. 22 unless otherwise stated in the bid/quotation document.

35) **Settlement of disputes**

The parties hereby agree that in the case of a dispute that cannot be resolved mutually, the dispute will be referred for settlement to the Secretary of the Law Society in the Free State, and in the case of the said Society's unwillingness to hear the dispute, such dispute will be referred to the Chairperson of the Bar Council for the Society for Advocates and/or his/her nominee.

The parties agree that the decision of the presiding officer in the dispute settlement procedure will be final and that neither of the parties will institute legal action against the other following the dispute settlement.

36) **Termination of contracts: Unfulfilled orders**

On termination of the contract, unfulfilled orders will automatically be cancelled and where appropriate, be supplied in terms of any subsequent contract.

37) **Cession of contracts**

The supplier shall not cede, in whole or in part, its obligations to perform under the contract or payments made/or to be made by the Department to the supplier, except with the Department's prior written consent.

38) **Acceptance of the Special Conditions of Contract and General Conditions of Contract**

Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid/quotation not being considered.

39) **THE COMPANY MUST COMPLETE THE FOLLOWING:**

I, ...in my capacity as ..... of the company, hereby certifies that I took note and accept the above-mentioned Special Conditions of Contract.

....

SIGNATURE **CAPACITY**

Contact person of company: .....

Tel. of Company: (.....) ..... **Fax of Company:** (.....) .....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

74.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

TABLE OF CLAUSES

16.

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

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