

ITEM 42. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (UNIVERSITAS HOSPITAL, BLOEMFONTEIN)

42.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
42.1.1.	BV Endura C-arm X 2: Theatre and Gastro	
42.1.2.	Multix MT Digital bucky: Main Radiology Dept.	
42.1.3.	Siremobile C-arm: Pain Clinic	
42.1.4.	Mobile – Giraffe (Siemens): Main Radiology Dept.	
42.1.5.	Mobile – Skilpad (Siemens): Main Radiology Dept.	

42.2 FINANCES:

42.1.1: BV Endura C-arm X 2: Theatre and Gastro

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

42.1.2: Multix MT Digital bucky: Main Radiology Dept.

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

42.1.3: Siremobile C-arm: Pain Clinic

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

42.1.4: Mobile – Giraffe (Siemens): Main Radiology Dept.

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

42.1.5: Mobile – Skilpad (Siemens): Main Radiology Dept.

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

42.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

42.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

42.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 43. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (PARYS HOSPITAL, PARYS)

43.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
43.1.1.	Panorex Sirona (Orthopos) D3352	109242
43.1.2.	PACS/RIS (AGFA)	
43.1.3.	POLYRAD PREMIUM X-Ray Machine (Radiologia)	14241001

43.2 FINANCES:

43.1.1: Panorex Sirona (Orthopos) D3352

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

43.1.2: PACS/RIS (AGFA)

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

43.1.3: POLYRAD PREMIUM X-Ray Machine (Radiologia)

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

43.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

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All consumables as required by the routine maintenance as per supplier manual.

43.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

43.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 44. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (BOITUMELO HOSPITAL, KROONSTAD)

45.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
44.1.1.	SHIMADZU UD 150 x-ray machine	0162R844415
44.1.2.	KODAK DR x-ray MACHINE	0154
44.1.3.	PROTEUS XR ceiling suspended machine	94359HL7
44.1.4.	CT SCAN GE Brightspeed	35819YC2
44.1.5.	AMULET MAMMOGRAM	16530283
44.1.6.	TMXR mobile machines X 2	50-12-3—258 and 50-12-3—259
44.1.7.	CR VITA	180413100
44.1.8.	XARIO SONAR MACHINE	99A10Y2453
44.1.9.	Brownier Mobile X-ray machine	BRW003202107011

44.2 FINANCES:

44.1.1: SHIMADZU UD 150 x-ray machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.2: KODAK DR x-ray MACHINE

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.3: PROTEUS XR ceiling suspended machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour

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Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.4: CT SCAN GE Brightspeed

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.5: AMULET MAMMOGRAM

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.6: TMXR mobile machines X 2

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.7: CR VITA

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.8: XARIO SONAR MACHINE

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.1.9: Brownier Mobile X-ray machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

44.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

44.4 THE SERVICE COVERS:

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The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

44.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 45. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (PHEKOLONG HOSPITAL, BETHLEHEM)

45.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
45.1.1.	Siemens ceiling suspended x-ray machine, analogue	1158
45.1.2.	Soredex cranex novus E	S01401030
45.1.3.	Digital Sonoscape colour doppler S22 X2	0444638626 and 0443831465
45.1.4.	GE Logic C5 Premium	371339WX5
45.1.5.	Shimadzu UD 150L-30	0662R00408

45.2 FINANCES:

45.1.1: Siemens ceiling suspended x-ray machine, analogue

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

45.1.2: Soredex cranex novus E

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

45.1.3: Digital Sonoscape colour doppler S22 X2

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

45.1.4: GE Logic C5 Premium

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour

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Labour for overtime Sunday and Public holidays	R _____ per hour

45.1.5: Shimadzu UD 150L-30

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

45.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

45.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

45.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 46. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (MOFUMAHADI MANAPO MOPELI HOSPITAL, QWA QWA)

46.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
46.1.1.	Fixed X-ray Machine: Philips Bucky Diagnostic (Philips)	12000326
46.1.2.	Fixed X-ray Machine (Shimadzu)	LZ7B4DABB062
46.1.3.	Philips Practix Convenio X-Ray Machine	10/06-2404
46.1.4.	Philips Practix 360 X-Ray Machine	10/12-04018
46.1.5.	Browiner Sparkler Mobile x-ray machine	BRW003202107009
46.1.6.	General Electric C5 BT12 Premium sonar machine	371054WX8
46.1.7.	Siemens sonar machine	343761
46.1.8.	Soredex Cranex D dental x-ray machine	
46.1.9.	Philips S Veradius C-Arm	869

46.2 FINANCES:

46.1.1: Fixed X-ray Machine: Philips Bucky Diagnostic (Philips)

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.1.2: Fixed X-ray Machine (Shimadzu)

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Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.1.3: Philips Practix Convênio X-Ray Machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.1.4: Philips Practix 360 X-Ray Machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.1.5: Browiner Sparkler Mobile x-ray machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.1.6: General Electric C5 BT12 Premium sonar machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.1.7: Siemens sonar machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.1.8: Soredex Cranex D dental x-ray machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

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46.1.9: Philips S Veradius C-Arm

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

46.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

46.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

46.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 47. - FULL SERVICE AND MAINTENANCE:
SPARKLER BROWNIER MOBILE X-RAY UNIT
(PELONOMI HOSPITAL, BLOEMFONTEIN)

47.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

47.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **SPARKLER BROWNIER MOBILE X-RAY UNIT**, with serial number: **BRW003202107008**, installed in the Department of Radiology at Pelonomi Hospital, Bloemfontein, comprising all components as specified in the equipment manual.

47.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

47.4 THE SERVICE COVERS:

47.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

47.4.3 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

47.4.4 Additional procedures may be included after mutual agreement between both parties.

47.4.5 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

47.4.5 All travel and labour for fault rectification during normal working hours.

47.4.6 ALL PARTS ARE INCLUDED.

47.4.7 Remote service / overseas telephone support.

47.4.8 All overseas technical assistance costs.

47.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

47.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 48. - FULL SERVICE AND MAINTENANCE: BRILLIANCE CT 16 SLICE (BONGANI HOSPITAL, WELKOM)

48.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour

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Labour for overtime Sunday and Public holidays	R _____ per hour

48.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **PHILIPS BRILLIANCE 16 SLICE CT, serial number: 50173**, installed at the Radiology department of Bongani Hospital, Welkom, comprising the following as specified in the CT Scanner Manuals

- Operators console containing the processing system, switches, A/N keys, function keys, and monitors.
- Gantry containing gantry/table driver, X-ray tube, X-ray generator and detector. Power distribution unit
- Patient Table Standard accessories
- All Workstations including the processing systems and all software, display systems and storage facilities.
- All High-Resolution Monitors Network switches
- UPS
- Air conditioning unit in CT room

48.3 SOFTWARE INCLUDED UNDER THIS ITEM:

48.3.1 The SOFTWARE Service covers the software for **PHILIPS BRILLIANCE 16 SLICE CT** Scanners and the Workstations

48.3.2 The Maintenance and Support of the Operating System

48.3.3 The standard Phillips medical processing software as currently in use on all the equipment

48.4.4 The Data Management System

48.3.5 Networking Software and interfaces

48.3.6 The cost of the software service is covered in total by this Agreement.

48.4 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

48.5 THE HARDWARE SERVICE COVERS:

48.5.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

48.5.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

48.5.3 Additional procedures may be included after mutual agreement between both parties.

48.5.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

48.5.5 All labour for fault rectification during normal working hours.

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48.5.6 All travel costs, including overtime as well as weekends

48.5.7 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, **INCLUDING ALL VACUUM ELEMENTS.**

48.5.8 All parts not normally subjected to wear and tear, but that may become unstable due to other factors (e.g. computer components, network cabling, etc)

48.5.9 Remote service / overseas telephone support.

48.5.10 All overseas technical assistance costs.

48.5.11 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

48.6 THE SOFTWARE SERVICE COVERS:

48.6.1 The Software Maintenance Service covers the correction of any Software programme errors that may occur during the normal use and operation of the Software.

48.6.2 This service includes all updates released by the Manufacturer. Updates must be provided within 1 month after release in South Africa.

48.6.3 The cost of this service is covered in total by this Agreement.

48.6.4 The Application Consulting Services allow at no additional charge for the availability of an application consultant or programmer in order to fulfil the obligations as set out above.

48.6.5 Image quality assurance tests, including image calibration as per handbook, performance scans and determination of CT number values.

48.7 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 49. - FULL SERVICE AND MAINTENANCE: AGFA CR 85X (X4) (PELONOMI HOSPITAL, BLOEMFONTEIN)

49.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	

Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

49.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **AGFA CR 85X (X4)**, with serial numbers: **5347, 3159, 3161, and 5360** installed in the Department of Radiology at Pelonomi Hospital, Bloemfontein, comprising all components as specified in the equipment manual.

49.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

49.4 THE SERVICE COVERS:

49.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

49.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

49.4.3 Additional procedures may be included after mutual agreement between both parties.

49.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

49.4.5 All travel and labour for fault rectification during normal working hours.

49.4.6 ALL PARTS ARE INCLUDED.

49.4.7 Remote service / overseas telephone support.

49.4.8 All overseas technical assistance costs.

49.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

49.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 50. - FULL SERVICE AND MAINTENANCE: **CARESTREAM CR XE VITA (BONGANI HOSPITAL,** **WELKOM)**

50.1 FINANCES:

Condition	Amount

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Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

50.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CARESTREAM CR XE VITA**, serial number: **1902151418** installed in the Department of Radiology at Bongani Hospital, Welkom, as specified in the equipment manual.

50.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

50.4 THE SERVICE COVERS:

50.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

50.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

50.4.3 Additional procedures may be included after mutual agreement between both parties.

50.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

50.4.5 All travel and labour for fault rectification during normal working hours.

50.4.6 ALL PARTS ARE INCLUDED.

50.4.7 Remote service / overseas telephone support.

50.4.8 All overseas technical assistance costs.

50.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

50.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

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ITEM 51. - FULL SERVICE AND MAINTENANCE: CARESTREAM CR XE VITA (MOFUMAHADI MANAPO MOPELI HOSPITAL, QWA QWA)

51.1. HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
51.1.	Carestream CR Vita	31214255

51.2 FINANCES:

51.1. Carestream CR XE VITA

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

51.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

51.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

51.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company

ITEM 52. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (STOFFEL COETZEE HOSPITAL, SMITHFIELD)

52.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
52.1.1.	X-Ray Ceiling Suspended Unit: Radiologia RST-HF	G65563
52.1.2.	Digital Colour Doppler Ultrasound System: Sonoscape E2	0726125330

52.2 FINANCES:

52.1.1: X-Ray Ceiling Suspended Unit: Radiologia RST-HF

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

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52.1.2: Digital Colour Doppler Ultrasound System: Sonoscape E2

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

52.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

52.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

52.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company

ITEM 53. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (EMBEKWENI HOSPITAL, ZASTRON)

52.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
53.1.1.	X-Ray Ceiling Suspended Unit: Shimadzu UD 150	5290
53.1.2.	Digital Colour Doppler Ultrasound System: Sonoscape E2	0726173187

53.2 FINANCES:**53.1.1: X-Ray Ceiling Suspended Unit: Shimadzu UD 150**

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

53.1.2: Digital Colour Doppler Ultrasound System: Sonoscape E2

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

53.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

53.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

53.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company

ITEM 54. - FULL SERVICE AND MAINTENANCE: CARESTREAM CR XE VITA (STOFFEL COETZEE HOSPITAL, SMITHFIELD)

54.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

54.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as CARESTREAM CR XE VITA, serial number: 020614205 installed in the Department of Radiology at Stoffel Coetzee Hospital, Smithfield, as specified in the equipment manual.

54.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

54.4 THE SERVICE COVERS:

54.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

54.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

54.4.3 Additional procedures may be included after mutual agreement between both parties.

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54.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

54.4.5 All travel and labour for fault rectification during normal working hours.

54.4.6 ALL PARTS ARE INCLUDED.

54.4.7 Remote service / overseas telephone support.

54.4.8 All overseas technical assistance costs.

54.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

54.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

54.5.1 The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 55. - FULL SERVICE AND MAINTENANCE: **CARESTREAM CR XE VITA (MUCPP,** **BLOEMFONTEIN)**

55.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

55.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as CARESTREAM CR XE VITA, installed in the Department of Radiology at MUCPP, Bloemfontein, as specified in the equipment manual.

55.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

55.4 THE SERVICE COVERS:

55.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

55.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

55.4.3 Additional procedures may be included after mutual agreement between both parties.

55.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

55.4.5 All travel and labour for fault rectification during normal working hours.

55.4.6 ALL PARTS ARE INCLUDED.

55.4.7 Remote service / overseas telephone support.

55.4.8 All overseas technical assistance costs.

55.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

55.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 56. - FULL SERVICE AND MAINTENANCE: CARESTREAM CR XE VITA (KATLEHO HOSPITAL, VIRGINIA)

56.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

56.2 HARDWARE INCLUDED UNDER THIS ITEM:

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The equipment specified as **CARESTREAM CR XE VITA**, with serial number: **031214256/K8507-7790** installed in the Department of Radiology at Katleho Hospital, Virginia, as specified in the equipment manual.

56.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

56.4 THE SERVICE COVERS:

56.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

56.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

56.4.3 Additional procedures may be included after mutual agreement between both parties.

56.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

56.4.5 All travel and labour for fault rectification during normal working hours.

56.4.6 ALL PARTS ARE INCLUDED.

56.4.7 Remote service / overseas telephone support.

56.4.8 All overseas technical assistance costs.

56.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

56.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 57. - FULL SERVICE AND MAINTENANCE: **CARESTREAM CR XE VITA (WINBURG HOSPITAL,** **WINBURG)**

57.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R_____ per hour

Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

57.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CARESTREAM CR XE VITA**, with serial number: **011014024/K8501-7281** installed in the Department of Radiology at Winburg Hospital, Winburg, as specified in the equipment manual.

57.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

57.4 THE SERVICE COVERS:

57.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

57.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

57.4.3 Additional procedures may be included after mutual agreement between both parties.

57.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

57.4.5 All travel and labour for fault rectification during normal working hours.

57.4.6 ALL PARTS ARE INCLUDED.

57.4.7 Remote service / overseas telephone support.

57.4.8 All overseas technical assistance costs.

57.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

57.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 58. - FULL SERVICE AND MAINTENANCE: CR DIGITIZER: AGFA CR 12-X (EMBEKWENI HOSPITAL, ZASTRON)

58.1 FINANCES:

Condition	Amount
Firm contract amount:	

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Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

58.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CR Digitizer: Agfa CR 12-X, serial number: 30011** installed in the Department of Radiology at Embekweni, Zastron, as specified in the equipment manual.

58.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

58.4 THE SERVICE COVERS:

58.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

58.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

58.4.3 Additional procedures may be included after mutual agreement between both parties.

58.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

58.4.5 All travel and labour for fault rectification during normal working hours.

58.4.6 ALL PARTS ARE INCLUDED.

58.4.7 Remote service / overseas telephone support.

58.4.8 All overseas technical assistance costs.

58.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

58.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

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ITEM 59. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (FEZI NGUBENTOMBI HOSPITAL, SASOLBURG)

59.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
59.1.1.	Siemens Multix Fusion – Full Bucky	25015
59.1.2.	IMD Compact plus Mobile Unit	639/11

59.2 FINANCES:

59.1.1: Siemens Multix Fusion – Full Bucky

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

59.1.2: IMD Compact plus Mobile Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

59.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

59.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

59.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company

ITEM 60. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (MUCPP, BLOEMFONTEIN)

60.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
60.1.1.	Siemens Multix Fusion – Full Bucky	1684
60.1.2.	Shimadzu X-Ray Unit	0162R04004

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60.2 FINANCES:

60.1.1: Siemens Multix Fusion – Full Bucky

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

60.1.2: Shimadzu X-Ray Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

60.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

60.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

60.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company

ITEM 61. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (KATLEHO HOSPITAL, VIRGINIA)

61.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
61.1.1.	Siemens Multix Fusion – Full Bucky	388-4020045

61.2 FINANCES:

61.1.1: Siemens Multix Fusion – Full Bucky

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

61.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

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All consumables as required by the routine maintenance as per supplier manual.

61.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

61.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company

ITEM 62. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (WINBURG HOSPITAL, WINBURG)

62.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
62.1.1.	Siemens Multix Fusion – Full Bucky	388-40102165

62.2 FINANCES:

62.1.1: Siemens Multix Fusion – Full Bucky

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

62.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

62.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

62.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company

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ITEM 63. - FULL SERVICE AND MAINTENANCE: **CARESTREAM CR XE VITA (DR JS MOROKA** **HOSPITAL, THABA NCHU)**

63.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

63.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CARESTREAM CR XE VITA**, serial number: **210914394** installed in the Department of Radiology at Dr JS Moroka Hospital, Thaba Nchu, as specified in the equipment manual.

63.3 CONSUMABLES COVERED UNDER THIS ITEM:

63.3.1 All consumables as required by the routine maintenance as per supplier manual.

63.4 THE SERVICE COVERS:

63.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

63.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

63.4.3 Additional procedures may be included after mutual agreement between both parties.

63.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

63.4.5 All travel and labour for fault rectification during normal working hours.

63.4.6 ALL PARTS ARE INCLUDED.

63.4.7 Remote service / overseas telephone support.

63.4.8 All overseas technical assistance costs.

63.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

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63.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 64. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (DR JS MOROKA HOSPITAL, THABA NCHU)

64.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
64.1.1.	Ceiling Suspended Analogue Unit (SIEMENS Multix Top/ Vertix Solitaire)	01169
64.1.2.	P10 Colour Doppler Ultrasound Machine	0925191413
64.1.3	Mindray Ultrasound Unit DC-40	CT7-36008446
64.1.4.	Kodak 8000 Panoramic Unit Explor-70	31010870

64.2 FINANCES:

64.1.1: Ceiling Suspended Unit (SIEMENS Multix Top/ Vertix Solitaire)

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

64.1.2: P10 Colour Doppler Ultrasound Machine

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

64.1.3: Mindray Ultrasound Unit DC-40

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

64.1.4. Kodak 8000 Panoramic Unit Explor-70

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

64.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

64.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

64.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 65. - FULL SERVICE AND MAINTENANCE: AGFA CR 10-X (DIAMANT HOSPITAL, JAGERSFONTEIN)

65.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

65.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as AGFA CR 10-X with serial number: 12287, installed in the Department of Radiology at Diamant Hospital, Jagersfontein as specified in the equipment manual.

65.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

65.4 THE SERVICE COVERS:

65.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

65.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

65.4.3 Additional procedures may be included after mutual agreement between both parties.

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65.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

65.4.5 All travel and labour for fault rectification during normal working hours.

65.4.6 ALL PARTS ARE INCLUDED.

65.4.7 Remote service / overseas telephone support.

65.4.8 All overseas technical assistance costs.

65.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

65.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 66. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (DIAMANT HOSPITAL, JAGERSFONTEIN)

66.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
66.1.1.	Shimadzu X-Ray Unit	0462R71303

66.2 FINANCES:

66.1.1: Shimadzu X-Ray Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

66.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

66.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

66.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 67. - FULL SERVICE AND MAINTENANCE: CR DIGITIZER: AGFA CR 15-X (ALBERT NZULA HOSPITAL, TROMPSBURG)

67.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

67.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CR Digitizer: Agfa CR 15-X, serial number: 394495** installed in the Department of Radiology at Albert Nzula, Trompsburg, as specified in the equipment manual.

67.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

67.4 THE SERVICE COVERS:

67.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

67.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

67.4.3 Additional procedures may be included after mutual agreement between both parties.

67.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

67.4.5 All travel and labour for fault rectification during normal working hours.

67.4.6 ALL PARTS ARE INCLUDED.

67.4.7 Remote service / overseas telephone support.

67.4.8 All overseas technical assistance costs.

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67.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

67.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 68. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (MOHAU HOSPITAL, HOOPSTAD)

68.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
68.1.1.	CANON XARIO 100 G	AEB2182905
68.1.2.	SIEMENS MULTIX FUSION	6036

68.2 FINANCES:

68.1.1: CANON XARIO 100 G

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

68.1.2: SIEMENS MULTIX FUSION

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

68.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

68.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

68.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

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The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 69. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (ALBERT NZULA, TROMPSBURG)

69.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
69.1.1.	Shimadzu Wall mounted X-Ray Unit	394272
69.1.2.	IMD Compact DR Plus Mobile X-Ray Unit	6410-15-21-142
69.1.3.	Siemens P300 Ultrasound System 1.0 X 2	25335 and 25199
69.1.4.	BlueX Pantos DG Plus Panorex Unit	2809KQ1976
69.1.5.	MindRay M7 Diagnostic Ultrasound	CAX-8B000287

69.2 FINANCES:

69.1.1: Shimadzu X-Ray Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

69.1.2: IMD Compact DR Plus Mobile X-Ray Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

69.1.3: Siemens P300 Ultrasound System 1.0 X 2

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

69.1.4: BlueX Pantos DG Plus Panorex Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

69.1.5: MindRay M7 Diagnostic Ultrasound

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour

Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

69.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

69.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

69.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

69.5.1 The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 70. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (NALA, BOTHAVILLE)

70.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
70.1.1.	SIEMENS MULTIX FUSION	1178

70.2 FINANCES:

70.1.1: SIEMENS MULTIX FUSION

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

70.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

70.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

70.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 71. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (NKETOANA, REITZ)

71.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
71.1.1.	Shimadzu UD 150L-30 Ceiling suspended Unit	0662 R 00408
71.1.2.	GE Logic Sonar Unit	371339WX5

71.2 FINANCES:

71.1.1: Shimadzu UD 150L-30 Ceiling suspended Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

71.1.2: GE Logic Sonar Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

71.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

71.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

71.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 72. - FULL SERVICE AND MAINTENANCE: AGFA CR SYSTEM CR35 X (NATIONAL HOSPITAL, BLOEMFONTEIN)

72.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	

Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

72.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **AGFA CR SYSTEM CR35 X**, with serial number: **3058**, installed in the Department of Radiology at National Hospital, Bloemfontein, comprising all components as specified in the equipment manual.

72.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

72.4 THE SERVICE COVERS:

72.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

72.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

72.4.3 Additional procedures may be included after mutual agreement between both parties.

72.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

72.4.4 All travel and labour for fault rectification during normal working hours.

72.4.5 ALL PARTS ARE INCLUDED.

72.4.6 Remote service / overseas telephone support.

72.4.7 All overseas technical assistance costs.

72.4.8 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

72.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 73. -FULL SERVICE AND MAINTENANCE: INJECTOR PUMPS(X1) GE – (PELONOMI HOSPITAL, BLOEMFONTEIN)

73.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

73.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **INJECTOR PUMPS GE, with serial numbers: 320827** installed in the Department of Radiology at Pelonomi Hospital, Bloemfontein, comprising all components as specified in the equipment manual.

73.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

73.4 THE SERVICE COVERS:

16.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

16.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

16.4.3 Additional procedures may be included after mutual agreement between both parties.

16.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

16.4.5 All travel and labour for fault rectification during normal working hours.

16.4.6 ALL PARTS ARE INCLUDED.

16.4.7 Remote service / overseas telephone support.

16.4.8 All overseas technical assistance costs.

16.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

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73.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 74. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (ELIZABETH ROSS, QWA QWA)

73.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
74.1.1.	Philips Bucky Diagnostic CS	11000102
74.1.2.	Siemens Multix Fusion	1156
74.1.3.	Intermedial Compact DR Plus	6410-15-19-140

74.2 FINANCES:

74.1.1: Philips Bucky Diagnostic CS

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

74.1.2: Siemens Multix Fusion

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

74.1.3: Intermedial Compact DR Plus

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

74.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

74.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

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74.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 75. - FULL SERVICE AND MAINTENANCE: **CARESTREAM CR VITA (ELIZABETH ROSS, QWA** **QWA)**

75.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

75.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CARESTREAM CR VITA, with serial number: 71210018**, installed in the Department of Radiology at Elizabeth Ross Hospital, QwaQwa, comprising all components as specified in the equipment manual.

75.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

75.4 THE SERVICE COVERS:

75.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

75.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

75.4.3 Additional procedures may be included after mutual agreement between both parties.

75.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

75.4.4 All travel and labour for fault rectification during normal working hours.

75.4.5 ALL PARTS ARE INCLUDED.

75.4.6 Remote service / overseas telephone support.

75.4.7 All overseas technical assistance costs.

75.4.8 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

75.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 76. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (PHUMELELA HOSPITAL, VREDE)

76.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
76.1.1.	SIEMENS Ceiling Suspended Analogue Unit	

76.2 FINANCES:

76.1.1: SIEMENS Ceiling Suspended Analogue Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

76.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

76.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

76.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

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ITEM 77. - TIME AND MATERIAL SERVICE FOR SELECTED EQUIPMENT (THEBE HOSPITAL, HARRISMITH)

77.1 HARDWARE INCLUDED UNDER THIS ITEM:

NO.	EQUIPMENT	SERIAL NUMBER
77.1.1.	Shimadzu Ceiling Suspended Analogue Unit	0.6/1.2P18DE

77.2 FINANCES:

77.1.1: Shimadzu Ceiling Suspended Analogue Unit

Condition	Amount
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per AA rates (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

77.3 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

77.4 THE SERVICE COVERS:

The service will include preventative and corrective maintenance visits undertaken by the CONTRACTOR at the request of the CUSTOMER, including annual QA tests as required by Directorate Radiation Control to ensure conformance with the licensing requirements

77.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The Free State Department of Health requires a physical inspection within 2 hours within Bloemfontein and within 8 working hours within the rest of the province. Failure to comply with these limits will be regarded as breach of contract allowing the Free State Department of Health to call any other company.

ITEM 78. - FULL SERVICE AND MAINTENANCE: CARESTREAM CR VITA (THEBE HOSPITAL, HARRISMITH)

78.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	

Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

78.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CARESTREAM CR VITA**, installed in the Department of Radiology at Thebe Hospital, Harrismith, comprising all components as specified in the equipment manual.

78.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

78.4 THE SERVICE COVERS:

78.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

78.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

78.4.3 Additional procedures may be included after mutual agreement between both parties.

78.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

78.4.4 All travel and labour for fault rectification during normal working hours.

78.4.5 ALL PARTS ARE INCLUDED.

78.4.6 Remote service / overseas telephone support.

78.4.7 All overseas technical assistance costs.

78.4.8 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

78.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 79. - FULL SERVICE AND MAINTENANCE: CARESTREAM CR VITA (PHUMELELA HOSPITAL, VREDE)

79.1 FINANCES:

Condition	Amount
Firm monthly contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

79.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CARESTREAM CR VITA**, installed in the Department of Radiology at Phumelela Hospital, Vrede, comprising all components as specified in the equipment manual.

79.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

79.4 THE SERVICE COVERS:

79.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

79.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

79.4.3 Additional procedures may be included after mutual agreement between both parties.

79.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

79.4.4 All travel and labour for fault rectification during normal working hours.

79.4.5 ALL PARTS ARE INCLUDED.

79.4.6 Remote service / overseas telephone support.

79.4.7 All overseas technical assistance costs.

79.4.8 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

79.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

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The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 80. - FULL SERVICE AND MAINTENANCE: CARESTREAM CR XE VITA (NALA HOSPITAL, BOTHAVILLE)

80.1 FINANCES:

Condition	Amount
Firm monthly contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

80.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **CARESTREAM CR XE VITA**, installed in the Department of Radiology at Nala Hospital, Bothaville, as specified in the equipment manual.

80.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

80.4 THE SERVICE COVERS:

79.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

80.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

80.4.3 Additional procedures may be included after mutual agreement between both parties.

80.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

80.4.4 All travel and labour for fault rectification during normal working hours.

80.4.5 ALL PARTS ARE INCLUDED.

80.4.6 Remote service / overseas telephone support.

80.4.7 All overseas technical assistance costs.

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80.4.8 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

80.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 81. - FULL SERVICE AND MAINTENANCE: **LODOX UNIT (PELONOMI HOSPITAL,** **BLOEMFONTEIN)**

81.1 FINANCES:

Condition	Amount
Firm monthly contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

81.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **LODOX UNIT, Serial Number: STN035 and License Number: 676/85** installed in the Department of Radiology at Pelonomi Hospital, Bloemfontein, as specified in the equipment manual.

81.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

81.4 THE SERVICE COVERS:

81.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

81.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

81.4.3 Additional procedures may be included after mutual agreement between both parties.

81.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

81.4.4 All travel and labour for fault rectification during normal working hours.

81.4.5 ALL PARTS ARE INCLUDED.

81.4.6 Remote service / overseas telephone support.

81.4.7 All overseas technical assistance costs.

81.4.8 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

81.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

ITEM 82. -FULL SERVICE AND MAINTENANCE: INJECTOR PUMPS (X1) – (PELONOMI HOSPITAL, BLOEMFONTEIN)

82.1 FINANCES:

Condition	Amount
Firm contract amount:	
Exchange rate dependent monthly contract amount:	
Total (Firm + Exchange rate) contract amount:	
Foreign currency used for exchange rate:	
Exchange rate applied:	
Profit margin:	
Time & Material	
Labour per normal working hour or part thereof (including travel time):	R _____ per hour
Transport allowance per kilometre (return)	R _____ per km
Labour for overtime Monday to Saturday	R _____ per hour
Labour for overtime Sunday and Public holidays	R _____ per hour

82.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as CT SCAN INJECTOR PUMPS, MALLINCKRODT with serial numbers: C0214B504X, installed in the Department of Radiology at Pelonomi Hospital, Bloemfontein, comprising all components as specified in the equipment manual.

82.3 CONSUMABLES COVERED UNDER THIS ITEM:

All consumables as required by the routine maintenance as per supplier manual.

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82.4 THE SERVICE COVERS:

82.4.1 Preventative and corrective maintenance including all running repairs, cleaning, adjusting and testing of the machines, independent of the make and model of parts in accordance with the service check list, as specified by the manufacturer.

82.4.2 All annual QA tests as required by Directorate Radiation Control to ensure conformation with the licensing requirements must be included.

82.4.3 Additional procedures may be included after mutual agreement between both parties.

82.4.4 All labour for the routine maintenance as per the supplier manual. Overtime or weekend rates will not be payable for routine maintenance.

82.4.5 All travel and labour for fault rectification during normal working hours.

82.4.6 ALL PARTS ARE INCLUDED.

82.4.7 Remote service / overseas telephone support.

82.4.8 All overseas technical assistance costs.

82.4.9 Inspection and reporting by the CONTRACTOR of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. Failure to do so will invalidate any claims on this account.

82.5 SPECIFIC SERVICE LEVEL REQUIREMENTS:

The maximum time for any element being not operable will not exceed 4 working days (Saturdays, Sundays and public holidays therefore excluded). Should this maximum clearance be exceeded, the Maintenance amount payable will be reduced by 1/20 of the monthly fee for each working day that the machine is not operable. This excludes scheduled maintenance or scheduled downtime mutually agreed upon.

Evaluation Criteria

Mandatory Requirements

Requirement	Comment
Registration with SAHPRA as Inspection Body (Paragraph 3.2.2 Code of practice for users of medical x-ray equipment – SAHPRA- August 2022) and registration with SANAS (Calibration and Good Laboratory Practice Act 19 of 2006	Proof to be attached clearly marked as "Registration as Inspection Body"
Proof of appointment as authorised service agent by the Original Equipment Manufacturer for equipment.	Provide copy of agreement with Original Equipment Manufacturer or authorised distributor, clearly marked "Agreement with OEM"
List of duties to be carried out by bidder to ensure that the equipment bid for will remain in good working order (see 5.4 under Section A)	Attach as Annexure E
Technicians who will be working on equipment must be qualified.	Attach information as Annexure C as per 5.3 under Section A
References: Provide names and contact details of customers where similar systems have been serviced	Attach a list clearly marked "References"
Genuine parts/components supplied by Original Equipment Manufacture must be available for the duration of the contract	Agreement between the bidder and Original Equipment Manufacture/Authorised Distributor must cover the period for the currency of this service and maintenance contract (attach copy of Agreement as proof)

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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 90/10 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	90
SPECIFIC GOALS	10
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:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Evidence Required	Number of points allocated (90/10)	
Youth	• RSA identity document • Valid RSA driver's license issued by the relevant authority NB: The company registration documentations and or the shareholding certificate indicating the number of shares owned by individual director must be submitted for verification of the ownership. (Youth is defined as any South African citizen with the age between 18 and 35 years)	3	
Women	• RSA identity document • Valid RSA driver's license issued by the relevant authority NB: The company registration documentations and or the shareholding certificate indicating the number of shares owned by individual director must be submitted for verification of the ownership.	3	
People with disability	• Sworn affidavit signed by the company representative and attested by the Commission of Oaths	2	
Free State based company	• Municipal Account (If the Municipal account is not in the name of the company but rather in that of the	2	

	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		
Total Specific goals points		10	

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:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 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;
- 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:	
	
	
	

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

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 am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (if Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

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 am a Member / Director / Owner of the following enterprise and am duly authorised 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:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

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 am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

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 am a Member / Director / Owner of the following enterprise and am duly authorised 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:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION :**1. EVALUATION CRITERIA**

The following preference point system is applicable to the bid/quotation 90/10.

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

Price	=	90 points
Specific goals	=	10 points
		—
<u>Total points</u>	=	<u>100 points</u>

2. BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL CERTIFICATES

2.1 Bidders may claim points for B-BBEE as part of the specific goals in the following manner:

2.1.1 An Exempted Micro Enterprise (EME), is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim B-BBEE points allocated under the specific goals.

2.1.2 An Exempted Micro Enterprise (EME) is required to submit a sworn affidavit confirming their annual turnover, allocated budget or gross receipts of R10 million or less and level of percentage of black beneficiaries to claim B-BBEE points allocated under the specific goals.

2.1.3. An EME may be measured in terms of the Qualifying Small Enterprise scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate to claim points allocated under the specific goals.

2.1.4. A Qualifying Small Enterprise (QSE), other than submitting the B-BBEE level verification certificate, may submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership to claim B-BBEE points allocated under the specific goals.

2.1.5. A Qualifying Small Enterprise (QSE) that regarded as a specialized enterprise, other than submitting the B-BBEE level certificate, may submit a sworn affidavit confirming their annual turnover, allocated budget or gross receipt of R50 million or less and level of percentage of black beneficiaries to claim B-BBEE points allocated under the specific goals.

2.2 Bidders who do not submit B-BBEE Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for specific goals on B-BBEE. **They will therefore score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for specific goals.**

- 2.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid and Public Entities and Tertiary Institutions must submit B-BBEE Status Level Verification Certificate together with their bids.

3. **ONCE-OFF BID PRICES**

3.1 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.

4. **PERIOD CONTRACT PRICES**

4.1 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.

4.2 2nd year and rest of the contract period – Prices subject to escalation

- 4.2.1 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.

- 4.2.2 **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.

4.2.3 **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.

4.2.4 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

4.2.5 Failure to comply with the conditions as per par. 4.2.2 to 4.2.4 **will invalidate the claim.**

5. QUALIFICATION OF BID DOCUMENTS

- 5.1 The invitation form (SBD 1) must be **completed in full 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.
- 5.2 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.

6. 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.

6.1 SBD 4 – Declaration of Interest

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

7. CORRECTIONS TO DOCUMENTS:

- 7.1 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.**

- 7.2 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.
- 7.3 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.
- 7.4 Where **specific goal points** are claimed on the various SBD 6 forms, the forms must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will not be considered**.
- 7.5 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.

8. TAX COMPLIANCE STATUS OF THE BIDDER

- 8.1 Designated employee(s) must verify the bidder's tax compliance status prior to the awarding of price quotations or competitive bids. Where the bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling. Should the recommended bidder fail to provide written proof of their tax compliance status, accounting officers and accounting authorities must reject the bid submitted by the bidder.

9. COMPULSORY EXPLANATORY MEETING AND / OR SITE VISIT

- 9.1 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.**
- 9.2 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.
- 9.3 Information already provided at the meeting will not be repeated to late attendees.
- 9.4 A copy of the minutes of the meeting can be made available to companies on request.

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10. PAYMENT TO SUPPLIERS

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

11. LEGISLATION / LAWS

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

12. 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.

13. 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.

14. SAMPLES

- 14.1 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

- 14.2 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.
- 14.3 Samples shall be supplied by the bidder at his/her own expense and risk.
- 14.3 Samples of the successful company will be kept with the Department until the end of the contract period and will be returned to the company only if so stated in the bid/quotation documents.
- 14.4 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.

15. BID PRICES

- 15.1 Prices of bids must be provided for the specific units as required per SBD 3.1/3.2 forms. The packaging may vary and will be considered unless specific packaging is required.
- 15.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.
- 15.3 Bid prices must be indicated on the relevant SBD 3.1/3.2 form/s unless otherwise requested by the Department.

16. PRICE LISTS

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

17. 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.**

18. ADJUDICATION OF BID

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.3.1 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 of obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

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- 18.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:
- 18.3.3 Disqualify the bidder or person from the bidding process;
- 18.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 18.3.5 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;
- 18.3.6 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
- 18.3.7 Forward the matter for criminal prosecution.

19. 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.

20. COMPLIANCE TO CONTRACT

- 20.1 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.
- 20.2 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.

21. 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.

22. FINANCIAL SCHEDULES

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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

29. 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.

30. INCIDENTAL SERVICES

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

31. SPARE PARTS

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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: (.....)

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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