PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**DOH(FS)19/2026/2027**	CLOSING DATE:	**04 DECEMBER 2026**	CLOSING TIME:	**11:00 am**
DESCRIPTION	**SERVICE AND MAINTENANCE OF ONCOLOGY RADIATION THERAPY EQUIPMENT FOR UNIVERSITAS ACADEMIC HOSPITAL IN THE FREE STATE DEPARTMENT OF HEALTH.** **PERIOD: DATE OF SIGNING OF CONTRACT FOR FIVE (05) YEARS.**				

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

DEPARTMENT OF FREE STATE HEALTH.

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

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

DEPARTMENT OF FREE STATE HEALTH.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**B.A Dondolo / Adv. K.S Mokgobo**	CONTACT PERSON	**Dr. Willie Shaw**
TELEPHONE NUMBER	**051 408 1152/ 1667**	TELEPHONE NUMBER	**051 405 2926/ 082 328 1541**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**DondoloB@fshealth.gov.za**	E-MAIL ADDRESS	**shaww@ufs.ac.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

3

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

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

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

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

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

(4)

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

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

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

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

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

5

Annexure C

health
Department of Health
FREE STATE PROVINCE

BID FOR A MAINTENANCE

SERVICE CONTRACT

FOR RADIOTHERAPY EQUIPMENT

AT

UNIVERSITAS HOSPITAL ANNEX

Contract Period for 5 years

Contact Person: Dr W. Shaw
Dept of Medical Physics
Universitas Hospital
Private Bag X 20660
Bloemfontein
9300

Tel: (051) 405 2926 / 082 3281 541
Email: shaww@ufs.ac.za

SECTION A

ADDITIONAL BID REQUIREMENTS

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1. INTRODUCTION

1.1 This document is an invitation to suppliers of RADIOTHERAPY equipment to bid for a support service of the radiotherapy equipment of Universitas Academic Hospital Annex as specified, by means of a service and maintenance contract.

1.2 The Administration's objectives and priorities in entering the contracts can be broadly spelled out as follows:-

1.2.1 To provide an effective radiotherapy service with minimum down-time of equipment.

1.2.2 To provide safe and reliable radiotherapy treatment facilities to the health care professionals to facilitate effective patient care and treatment.

2. CONDITIONS AND FORMAT OF THIS BID

2.1 CONDITIONS

2.1.1 The general conditions of contract (GCC) as attached to this bid shall apply and form an integral part of the bid specifications. These bid specifications are the minimum requirements.

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

2.1.3 It is a requirement that only one supplier will be responsible for the support and maintenance of a specific item listed in Section C of this document.

2.1.4 Notwithstanding any ambiguity and shortcomings of the bid specifications, the bidder must undertake to make allowances in the proposal for all components and their costs required to keep the equipment in a fully functional state as required by the proposed Contract.

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

2.1.6 It will be required from the bidders to supply a guarantee from the original supplier of the equipment that all parts used are compatible with the equipment. For this reason, bidders must provide proof from the original suppliers of the equipment that the original suppliers are willing to supply parts used by the bidder. This must be clearly marked "Annexure A" and attached to the bid document.

2.1.7 Where bidders bid for software, a guarantee from the original supplier of the software must be provided, indicating that updates and support will be provided. Proof to this effect must be provided and attached to the bid document, clearly marked "Annexure B".

2.2 FORMAT

2.2.1 The special conditions of contract (SCC) consist of three parts, namely the general bid requirements (Section A), general service requirements (Section B) as well as specific technical requirements for equipment to be serviced and maintained (Section C).

2.2.2 Bidders may bid for selected items in Section C. All information as required must be provided. Failure to do so, may invalidate the bid.

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

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

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

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

2.2.7 Requests for additional information must be supplied free of charge by the Bidder.

3. PAYMENT AND DISCOUNTS

3.1 All costs will remain unaltered for the five (5) year period of this contract.

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

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

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

4. GENERAL REQUIREMENTS

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

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

4.3 The bidder must provide as "Annexure C" a table of names, qualifications, experience and capacity of all people that will be directly involved in servicing the equipment. Indicate the equipment that will be serviced by these qualified technicians.

4.4 The contractor must at all times furnish a good maintenance service and the following must be included in the contract, clearly marked "Annexure D": -

- An indication of reserve equipment and components which will be kept available: -
  - at the installation.
  - on demand both in Bloemfontein as well as in the rest of South Africa.

4.5 Bidders must include a list of duties to be carried out by the customer to ensure that the equipment bid for will remain in good working order. These duties must be clearly indicated for item and attached to the bid reply as "Annexure E". This information will remain the property of the Free State Department of Health, but will not be made available to a third party.

4.6 The Free State Department of Health will decide if the recommended duties will be included as part of the responsibility of the user in the service contract.

5. FURTHER INFORMATION

For further information regarding this bid, please contact:-

Dr W. Shaw
Dept of Medical Physics
Universitas Hospital
Private Bag X 20660
Bloemfontein
9300

Telephone Number (051) 405 2926 / +27 82 328 1541

SECTION B

GENERAL SERVICE REQUIREMENTS

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1. CLARIFICATIONS

1.1 DEFINITIONS

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

Customer

The Customer will be the Department of Health, Free State Provincial Government.

Contractor

The CONTRACTOR will be the provider of services to the CUSTOMER according to the requirements set out in this bid.

Corrective Maintenance

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

Employees

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

Hospital

Shall mean Universitas Tertiary Hospital, specifically including the Radiation Oncology facility at Universitas Hospital Annex, falling under the financial control of the Free State Government and who requested to participate in this contract by listing the particular machine in the original bid document

Machine

Shall mean the equipment set out in Section C and indicated by the CUSTOMER to be included as part of the contract.

Maximum time to repair

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

Official Representative

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

Preventative Maintenance

Shall mean the periodic inspection, adjustment and calibration of the **machines** on a pre-determined basis as described in the **Machine Schedule** hereto, in order to maintain the performance of the equipment according to the original operational specifications, as well as the introduction of all necessary modifications. Such modifications will not lead to the restriction of the operational capability of the system and will not be made without the prior written consent of the **CUSTOMER**.

Response Time

Response time is the time from logging a call and a technician takes to arrive on site at the problem area.

Standard Contract Amount

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

Specifications

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

1.2 INTERPRETATIONS

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

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

1.2.2 Unless the context indicates a contrary intention:

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

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

2. SERVICES

2.1 HOURS OF COVERAGE

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

2.1.2 Normal working Hours will be from 07:30 to 18:00 Monday to Friday.

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

2.1.4 Overtime is applicable from 18:00 to 07:30 from Monday evening to Saturday morning. Overtime is not covered by this agreement and will only be paid on written proof by the CONTRACTOR that he was instructed to do so.

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

2.2 SERVICES TO BE DELIVERED

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

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

2.2.3 Unless otherwise stated as a specific service level requirement for a specific item the CONTRACTOR will render a support service with a maximum response time of 4 hours.

2.2.4 Unless otherwise stated as a specific service level requirement for a particular item, the CONTRACTOR shall provide a support service with a maximum time to repair of four (4) calendar days. In instances where replacement parts are not available from local distributors and must be sourced internationally or from non-local suppliers, the CONTRACTOR shall notify the CUSTOMER of the anticipated delay and provide an estimated repair timeframe. Where local distributors are available, the CONTRACTOR shall make every reasonable effort to ensure the fastest possible procurement of parts and completion of repairs.

2.2.5 The repair process may be a physical exchange of the equipment or parts thereof. The CONTRACTOR will keep spare parts available for all units or parts of units in order to meet the maximum limit for time to repair.

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

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

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

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

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

2.3 SPECIFIC EXCLUSIONS

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

2.3.2 Overtime and weekend labour and travel is not included as part of the agreement. This will only be payable on proof of an official request to do so.

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

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

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

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

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE CUSTOMER

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

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

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

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

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

4. RESPONSIBILITIES OF THE CONTRACTOR

4.1 In addition to the clauses covered above the CONTRACTOR will be responsible for all levels of support including telephone support in terms of any aspect of the system functionality.

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

4.3 The CONTRACTOR will ensure that the specified equipment will remain within the requirements as laid down by the Radiation Control Directorate of the National Department of Health.

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

4.5 Additional *ad hoc* Maintenance information must be provided as and when requested

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

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

4.8 The CONTRACTOR will ensure that the EMPLOYEES identified by the CUSTOMER are adequately trained to use the system in a safe way. Inadequate training will be brought to the attention of the CUSTOMER for correctional measures. Training of this nature will be included as part of this Agreement.

5. GENERAL TERMS AND CONDITIONS

5.1 GENERAL PROVISIONS

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

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

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

5.1.4 The intention of the CUSTOMER is to enter into a servicing and maintenance agreement with CONTRACTOR's that will ensure that the specified equipment will remain within the requirements as laid down by the Radiation Control Directorate of the National Department of Health

5.2 PRICES, CHARGES AND PAYMENT TERMS

5.2.1 Should monthly charges be payable for a fraction of a calendar month, such as in the event of additional items being placed on the contract, the daily charges shall be computed at the rate of 1/30th (ONE THIRTIETH) of the monthly charges.

5.2.2 Payment shall be by direct bank transfer or any other means mutually agreed upon.

5.2.3 The standard contract amount will be paid in full unless the CONTRACTOR directs otherwise in writing.

5.2.4 Additional claims by the CONTRACTOR for overtime or weekends will be payable subject to the presentation of an official order for the work done as well as the completed job card accompanying the invoice.

5.2.5 The CONTRACTOR shall, in addition to the charges provided for under the attached Schedules pay any increases in all taxes, rates or Governmental levies imposed on, or in respect of the Machines, other than taxes based on the gross income of the CONTRACTOR.

5.3 PENALTIES

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

5.3.2 If the CONTRACTOR is not able to meet the maximum time to repair due to the responsibility of the CONTRACTOR, the monthly fee may be reduced for the specific item according to the penalty clause of that item.

5.4 CONTRACTORS LIABILITY IN RESPECT OF DEFECTS

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

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

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

5.5 INDULGENCES

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

5.6 ASSIGNMENT

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



5.7 SEVERABILITY

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

5.8 APPLICABLE LAW

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

5.9 BREACH

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

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

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

- If either of the parties becomes commercially insolvent or commits any act of insolvency; or
- If either of the parties is placed in provisional or final liquidation (otherwise than for the purposes of amalgamation or reconstruction, to which follows); or
- If either of the parties is placed under provisional or final judicial management.

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

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

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

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

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

5.10 CONFIDENTIALITY

5.10.1 Each party acknowledges that all material and information which has or will come into the possession or knowledge of the other in connection with this Agreement or the performance of

the obligations hereunder, may consist of confidential and proprietary information, which, if disclosed to third parties, might be damaging to the proprietor thereof.

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

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

5.10.4 For the duration of this Agreement and for six (6) months after termination hereof, the parties agree not to employ any EMPLOYEE of the other party, being in the employ of the other party at date of signature of this Agreement.

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

5.11 NON-VARIATION

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

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

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

5.12 VALIDITY

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

5.13 WAIVER

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

5.14 SETTLEMENT OF DISPUTES

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

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

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

5.14.4 The provisions of this clause:

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

5.15 REPRESENTATIONS AND WARRANTIES

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

5.16 CO-OPERATION

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

5.17 ENTIRE AGREEMENT

5.17.1 This Agreement constitutes the entire Agreement between the parties who acknowledge that there are no other oral or written understandings or Agreements between them relating to the subject matter of this Agreement.

SECTION C

SPECIFIC SERVICE REQUIREMENTS

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ITEM 1. - ELEKTA VERSA HD LINEAR ACCELERATORS

1.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

1.2 HARDWARE INCLUDED UNDER THIS ITEM:

OEM Requirement

Only the Original Equipment Manufacturer (OEM) of the equipment specified in this tender shall be eligible to submit a bid. Distributors, resellers, agents, service providers, or any other third parties are not permitted to bid as principal bidders. The resulting contract shall be concluded directly with the OEM, which shall retain full responsibility and accountability for the provision of all services, support, maintenance, repairs, parts supply, and performance obligations under the contract. The appointment or use of any subcontractor, distributor, reseller, or third party by the OEM shall not relieve the OEM of any responsibility, liability, or obligation arising from this contract. The CUSTOMER shall hold the OEM solely accountable for the fulfilment of all contractual requirements.

The OEM may, however, make use of authorised subcontractors or local partners for installation, commissioning, training, and maintenance services, provided that the OEM remains the primary contracting party and retains full responsibility for the performance, warranty, and support of the equipment supplied under this contract.

The equipment specified as Elekta VersaHD linear accelerators, Serial numbers 109043 and 109045. These include devices, equipment, networking, planning and managing systems that are installed and used in the Department of Radiation Oncology at Universitas Hospital Annex, Bloemfontein, comprising the following as specified in the Linear Accelerator Manual and original purchase:
Elekta VersaHD linear accelerators
Complete Linear accelerator system including

- Gantry Assembly and covers
- Interface Cabinets
- Linac Control System
- Modulator System
- Gating system (Response and ABC equipment, trolley and QA devices)
- Thyratron System
- Magnetron System
- Electron Gun
- Internal ionization chamber and dosimetry and monitoring system
- Water Chiller

Agility Beam Limiting Device and optics

Treatment methods and associated devices

VMAT, Electron Energies, Photon Energies, SRT

Mosaiq Sequencer System

Positioning and imaging devices

Precise Patient Support System Treatment table

Electronic Portal Imaging System iViewGT

Electronic kV Imaging System XVI

Patient positioning lasers

CCTV patient monitoring system

QA devices

Imaging phantoms

Beam and isocenter alignment devices

Immobilization apparatus: Maintenance, supply and repair of

- Wing step (System Wingstep High – Ball Joint)
- Breast step (System Breaststep Indexed Short, including Pillow A standard blue, Pillow B high blue, Slide Stop)
- Pro-step (Prostep Carbon including Knee Step and elevation Block ABS)
- Hip & Pelvic positioning and immobilization (System BellyStep: Bellystep base plate, Bellystep insert A- medium, Bellystep insert B – Large, Bellystep insert C – Small, Bellystep Prone position pillow, Indexing adapter)
- iBeam indexing bar (x3)
- Blue Bags: Head Fix: 250 x 350 mm/2L
  Rectangular: 650 x 1000mm/30L
- Body Fix: Maintenance & Repair
- Positioning and comfort cushions/pillows
- Head Fix (Fraxion included):

Fluid Management System – Spit Stop

Fluid Management System Connections

Auto Mix System

Dental Impression material

Mouth Piece (S; M; L)

Impression material Tray Adhesive

Complete HeadStep and Foamstep sets and relevant equipment according to the following list of such equipment delivered at the conception of the contract for 5 years:

- Head step (System Headstep shoulder, System Headstep iBeam Evo Extension x2, Kneestep, Pillows: Adult & Infants (sizes A and B) x 3, including Pillow A standard blue, Pillow B high blue, Prone pillow – Y x 2, Distance plates x 3)
- Foam step set x 2

Complete full body Alderson Rando (ART) anthropomorphic phantom for dosimetry delivered at the conception of the contract for 5 years, including accommodation of ionization chamber measurements

Maintenance and repair of bunker door

Maintenance and repair of in-room air conditioning system

Linear Accelerator treatment room associated dosimetry system including electrometer, thimble-type ionization chamber and a hand-held survey meter biannual calibration.

Factory software updates released from time to time is included under this agreement.

The customer is protected against hardware obsolescence of the Linac Control System, Work-stations, software, associated control, imaging and treatment systems under this agreement.

QA phantoms for imaging, mechanical, radiation beam and imaging beam isocenter devices

1.3 SOFTWARE INCLUDED UNDER THIS ITEM

Software support shall be provided for software updates and software upgrades

1.4 EXCLUDED UNDER THIS ITEM

Software upgrades for increased functionality are excluded under this agreement, pertaining to next generation hardware upgrades or additional feature licences

1.5 OTHER CONSUMABLES INCLUDED UNDER THIS ITEM:

All necessary Freon (or SF6) Gas
All consumables required for the routine maintenance as per supplier manual

1.6 THE SERVICE COVERS:

1.6.1 Preventative 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.

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

1.6.3 All labor for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal work days. No overtime or weekend labor is included under this agreement, except where overtime is needed to ensure that the supplier adheres to the timeframe down time as indicated in 1.7.1

1.6.4 All labor for fault rectification during normal working hours. All normal time travel costs. No overtime and weekend travel is included under this agreement.

1.6.5 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc. All parts shall be genuine Elekta parts or standard approved Elekta parts, readily available for routine maintenance and includes unique linear accelerator system components.

1.6.6 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.) as well as hardware safety releases.

1.6.7 Remote service and diagnostics / overseas telephone support / Emergency technical and application support and corrective maintenance.

1.6.8 All overseas technical assistance costs.

1.6.9 Maintenance and repair of the external reference dosimetry system including the ionization chamber, cable, electrometer and one system calibration biannually.

1.6.10 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors and safety releases, as well as upgrades for operational continuation. Where applicable, technology refreshing courses or assistance shall be ensured.

1.7 SPECIFIC SERVICE LEVEL REQUIREMENTS:

1.7.1 The maximum time for the system not being 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.

1.7.2 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

1.7.3 Adherence to these timelines will be confirmed on a monthly basis to ensure compliance, since the down time has a critical impact on the patient management and survival.

1.8 THE AGREEMENT EXCLUDES:

1.8.1 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. as specified in the Manufacturer's documentation.

1.8.2 **TAKE SPECIFIC NOTE:** The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to flooding, lightning and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

1.8.3 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.
Any such work shall be carried out and charged for at the prevailing labour rate specified in FINANCES (1.1), as such work falls outside the terms of this Agreement.

ITEM 2. - SIEMENS SOMATOM CONFIDENCE CT SIMULATOR

2.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

2.2 HARDWARE INCLUDED UNDER THIS ITEM:

OEM Requirement

Only the Original Equipment Manufacturer (OEM) of the equipment specified in this tender shall be eligible to submit a bid. Distributors, resellers, agents, service providers, or any other third parties are not permitted to bid as principal bidders. The resulting contract shall be concluded directly with the OEM, which shall retain full responsibility and accountability for the provision of all services, support, maintenance, repairs, parts supply, and performance obligations under the contract. The appointment or use of any subcontractor, distributor, reseller, or third party by the OEM shall not relieve the OEM of any responsibility, liability, or obligation arising from this contract. The CUSTOMER shall hold the OEM solely accountable for the fulfilment of all contractual requirements.

The OEM may, however, make use of authorised subcontractors or local partners for installation, commissioning, training, and maintenance services, provided that the OEM remains the primary contracting party and retains full responsibility for the performance, warranty, and support of the equipment supplied under this contract.

The equipment specified as 4DCT SIMULATOR, Model **SIEMENS SOMATOM CONFIDENCE 20 SLICE**, Serial number 100275, **Gantry** Assembly model P46 Serial Number 8265, **X-Ray Tube** Serial Number 640391971, **Patient Handling System** Serial Number 2312, and HV generator, installed in the Department of Oncology at Universitas Hospital Annex, Roth Avenue,Bloemfontein, comprising the following as specified in the SIEMENS SOMATOM CONFIDENCE 20 SLICE Installation Manual:
Console, consisting of CPU Boxes, Anzai respiratory gating device, monitors, keyboards, mouse, Additional viewing, contouring, reconstruction correction and management workstation, data storage and computer processing systems, operator console and processing system.

Factory software updates released from time to time is included under this agreement.
The customer is protected against hardware and software obsolescence of the components under this agreement.

Maintenance of air-conditioning facilities in rooms housing the above equipment.
Laser positioning system (internal and external) and accessories for laser control, positioning and

coordinate transfer
4D respiratory management devices and all phantoms applicable to the imaging unit, including connection cables and data transfer and triggering.

2.3 SOFTWARE INCLUDED UNDER THIS ITEM

Software support shall be provided for software updates and software upgrades, maintenance and support of the Operating System, the standard processing software as currently in use on all the equipment as well as Networking Software and interfaces

2.4 EXCLUDED UNDER THIS ITEM

Software upgrades for increased functionality are excluded under this agreement, pertaining to next generation hardware upgrades or additional feature licences.

2.5 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables required for the routine maintenance as per supplier manual

2.6 THE SERVICE COVERS:

2.6.1 Preventative 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.

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

2.6.3 All labour for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal work days. No overtime or weekend labour is included under this agreement, except where overtime is needed to ensure that the supplier adheres to the timeframe down time as indicated in 2.7.1

2.6.4 All labour for fault rectification during normal working hours. All normal time travel costs. No overtime and weekend travel is included under this agreement.

2.6.5 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc. All parts shall be genuine Siemens parts or standard approved Siemens parts, readily available for routine maintenance and includes unique linear accelerator system components.

2.6.6 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.) as well as hardware safety releases.

2.6.7 Remote service and diagnostics / overseas telephone support / Emergency technical and application support and corrective maintenance.

2.6.8 All overseas technical assistance costs.

2.6.9 Maintenance and repair of the external reference dosimetry system including the ionization chamber, cable, electrometer and one system calibration biannually.

2.6.10 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors and safety releases, as well as upgrades for operational continuation. Where applicable, technology refreshing courses or assistance shall be ensured.

2.7 SPECIFIC SERVICE LEVEL REQUIREMENTS:

2.7.1 The maximum time for the system not being 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.

2.7.2 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

2.7.3 Adherence to these timelines will be confirmed on a monthly basis to ensure compliance, since the down time has a critical impact on the patient management and survival.

2.8 THE AGREEMENT EXCLUDES:

2.8.1 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. as specified in the Manufacturer's documentation.

2.8.2 **TAKE SPECIFIC NOTE:** The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to flooding, lightning and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

2.8.3 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.

Any such work shall be carried out and charged for at the prevailing labor rate specified in FINANCES (1.1), as such work falls outside the terms of this Agreement.

ITEM 3. - RADIOTHERAPY QUALITY ASSURANCE EQUIPMENT

3.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

3.2 HARDWARE INCLUDED UNDER THIS ITEM:

The equipment specified as **IBA Radiotherapy Quality Assurance equipment.** These include devices, equipment, networking, calculation and managing systems that are installed and used in the Department of Radiation Oncology at Universitas Hospital Annex, Bloemfontein, comprising the following as specified below, considering all existing licenses to be maintained:

WP1D manual waterphantom according to TG-51 and IAEA TRS-398 protocols
Detector holder for use of FC "Farmer type" detectors with WP1D
Detector holder for use of CC type detectors with WP1D
Detector holder for use of PPC05, NACP and PTW Markus type detector with WP1D
DOSE 1 Reference ClassTherapy Dose Meter x 2
Triaxial ion chamber/diode cable, 20 m on cable reel, TNC triax, thick version x 3
FC65-G "Farmer" type ion chamber: 0.65 ccm, graphite wall, waterproof, TNC x 2
Dolphin - Most advanced 3D Patient QA System for Elekta
Dolphin - Additional Detector with Measurement Console for Elekta
Alignment of OmniPro-ImRT 1.x to myQA Patients
myQA FastTrack - 5 licences included
myQA Platform, required for all myQA applications
myQA Cockpit
myQA Coverage
myQA Machines - 5 licences included
myQA FastTrack for existing OP-I'mRT / Advance installation
MLC QA Plug-In for myQA Machines
CBCT QA Plug-In for myQA Machines
Planar Imaging QA Plug-In for myQA Machines
Iso Track Plug-In for myQA Machines
Cylindrical phantom for isocenter & monitor check
Base plate for cubic phantom
adapter for CC01 / RAZOR chamber
myQA Daily - Solution for daily Machine QA x 2
Catphan 604 Phantom, incl. sturdy transport box with carrying handle
Electron Density Phantom Model 062M, incl. carrying case

SciMoCa secondary dose calculation with technical refresh to allow linear accelerator logging and plan recalculation based on accelerator behaviour
Alignment of existing MatrixX 2D array detector to MatrixX resolution at peak performance, including phantoms for chamber insertion, accommodation of film measurements, single ionchamber measurements, and all software licenses considering existing equipment and software platforms.
SMARTSCAN Hardware Solution 230V consisting of:

SMARTSCAN Waterphantom
SMARTSCAN Waterphantom Carriage with lifting table, 230V
SMARTSCAN Waterreservoir 230V with bi-directional pump and EU-plug
myQA Accept SMARTSCAN Solution f. Guided Scanning f. existing myQA/OP Accept user
Thick version of triaxial ion chamber / diode cable, 5m on cable reel, TNC triax x 3
Large Universal Detector holder for CC-/FC chambers with diameter 10-15 mm
Universal Holder for Parallel Plate Chambers
Stealth CHAMBER for Elekta Linac, TNC Parallel Plate Ref.-Signal Ion-Chamber
CC13 Ion chamber: 0.13 ccm shonka plastic, waterproof, TNC Triax x 2
RAZOR CHAMBER Ion chamber / TNC 0.01 ccm for stereotaxic measurements
Razor-Detector diode field detector, stereotactic beams, TNC

Multimeter MagicMaX-Universal Basic Unit, including laptop and software (bi-annual calibration included)
Ionization chamber DCT10-MM Fischer connector / isolating
XR Multi detector Fischer connector / pluggable
Carrying case MagicMaX-Universal
Trolley case "MagicMaX CT"
Dosimetry plug-in for MyQA Machines
Set of 8 nickel-silver caps for ionchamber CC13
PMMA CT Phantom (head and body)

3.3 SOFTWARE INCLUDED UNDER THIS ITEM

Software support shall be provided for software updates and software upgrades, as well as where functionality and alignment of the device require upgrades.

3.4 EXCLUDED UNDER THIS ITEM

Software upgrades for increased functionality are excluded under this agreement, pertaining to next generation hardware upgrades or additional feature licences

3.5 OTHER CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables required for the routine maintenance as per supplier manual

3.6 THE SERVICE COVERS:

3.6.1 Preventative 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.

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

3.6.3 All labor for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal work days. No overtime or weekend labor is included under this agreement, except where overtime is needed to ensure that the supplier adheres to the timeframe down time as indicated in 3.7.1

3.6.4 All labor for fault rectification during normal working hours. All normal time travel costs. No overtime and weekend travel is included under this agreement.

3.6.5 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc. All parts shall be genuine IBA parts or standard approved IBA parts, readily available for routine maintenance and includes unique linear accelerator system components.

3.6.6 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.) as well as hardware safety releases.

3.6.7 Remote service and diagnostics / overseas telephone support / Emergency technical and application support and corrective maintenance.

3.6.8 All overseas technical assistance costs.

3.6.9 Maintenance and repair of the external reference dosimetry system including the ionization chamber, cable, electrometer and one system calibration biannually.

3.6.10 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors and safety releases, as well as upgrades for operational continuation. Where applicable, technology refreshing courses or assistance shall be ensured.

3.7 SPECIFIC SERVICE LEVEL REQUIREMENTS:

3.7.1 The maximum time for the system not being 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.

3.7.2 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

3.7.3 Adherence to these timelines will be confirmed on a monthly basis to ensure compliance, since the down time has a critical impact on the patient management and survival.

3.8 THE AGREEMENT EXCLUDES:

3.8.1 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc. as specified in the Manufacturer's documentation.

3.8.2 **TAKE SPECIFIC NOTE:** The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to flooding, lightning and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

3.8.3 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.
Any such work shall be carried out and charged for at the prevailing labour rate specified in FINANCES (3.1), as such work falls outside the terms of this Agreement.

ITEM 4. - BRACHYTHERAPY AFTERLOADING EQUIPMENT

4.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

4.2 HARDWARE INCLUDED UNDER THIS ITEM:

OEM Requirement

Only the Original Equipment Manufacturer (OEM) of the equipment specified in this tender shall be eligible to submit a bid. Distributors, resellers, agents, service providers, or any other third parties are not permitted to bid as principal bidders. The resulting contract shall be concluded directly with the OEM, which shall retain full responsibility and accountability for the provision of all services, support, maintenance, repairs, parts supply, and performance obligations under the contract. The appointment or use of any subcontractor, distributor, reseller, or third party by the OEM shall not relieve the OEM of any responsibility, liability, or obligation arising from this contract. The CUSTOMER shall hold the OEM solely accountable for the fulfilment of all contractual requirements.

The OEM may, however, make use of authorised subcontractors or local partners for installation, commissioning, training, and maintenance services, provided that the OEM remains the primary contracting party and retains full responsibility for the performance, warranty, and support of the equipment supplied under this contract.

The equipment specified as **Flexitron afterloader unit** and associated treatment devices, installed in the Department of Oncology at Universitas Hospital Annex, Roth Avenue,Bloemfontein, comprising the following as specified in the Flexitron Installation Manual:

These include devices, equipment, networking, planning and managing systems that are installed and used in the Department of Radiation Oncology at Universitas Hospital Annex, Bloemfontein, comprising the following as specified in the afterloader manuals, Network Setup Requirements and Manual and original purchases:

Flexitron HDR 40 Channel Treatment Delivery Unit
Radiation room monitor
Emergency container
3 Channel source position check ruler
Remote control patient monitor system
Source position Simulator
UPS
CCTV system

Patient Intercom system

Under this agreement the following is included:
Spare parts for Flexitron afterloader and applicators for corrective maintenance.
Factory software updates released from time to time.
Once-off technical refresh of the system to prevent technological obsolescence and maintain optimal performance to support ongoing operational efficiency during this period.
Customer protection against hardware obsolescence of the components.
Four sources and check cables per annum, plus installation
Concurrently with the above, source exchanges will be carried out by a qualified ELEKTA source changer.
Replacement of existing applicators and transfer tubes when their lifecycle expires.
Bi-annual Calibration of a Well Ionization Chamber alternated with a Farmer-type ionization chamber dosimetry system
Yearly Survey meter calibration (Inspector) at a SSDL
Applicator sterilizer unit (autoclave) maintenance
Consumables such as complete applicator sets and relevant equipment (See item 5: consumables)

Maintenance and repair of bunker door
Maintenance and repair of in-room air conditioning system
Technical refresh of the brachytherapy treatment room associated dosimetry system including electrometer, thimble-type ionization chamber and a hand-held survey meter with biannual calibration.
Factory software updates released from time to time is included under this agreement.
The customer is protected against hardware obsolescence of the Brachytherapy Control System, Work-stations, software, associated control, imaging and treatment systems under this agreement.
Flexibility Insurance to treat in either of the existing treatment rooms when renovations are performed.
Software: Protection against software obsolescence, upgrades, all required licenses for applicator reconstruction, applicator libraries and all brachytherapy treatment planning functionality, Afterloader control unit, etc.
Hardware: Workstations, Monitors, keyboards, and peripherals, XtraView 40"monitor for procedure room, Afterloader control unit
UPS units
KVM extenders.
Customer protection against hardware and software obsolescence of the components.
Prostate Ultrasound unit bkSpecto Ultrasound
ECRM (EndoCavity Rotational Mover)
OncoSelect Stepper, Floor Mount System + Stepper Encoder and communication means
Adapter Set OncoSelect Stepper - B-K Medical UltraSound probe (8848 andE14CL4b(9048)
Template Holder Oncoselectstepper

4.3 EXCLUDED UNDER THIS ITEM

Consumables are indicated in the operating manual and can be locally supplied and changed by the customer. Paper and cartridges for printing.

4.4 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables required for the routine maintenance as per supplier manual

4.5 THE SERVICE COVERS:

1.5.1 Preventative 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.

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

1.5.3 All labour for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal workdays. No overtime or weekend labour is included under this agreement.

1.5.4 All labour for fault rectification during normal working hours.

1.5.5 All normal time travel costs. No overtime and weekend travel is included under this agreement.

1.5.6 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc.

1.5.7 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).

1.5.8 Remote service / overseas telephone support.

1.5.9 All overseas technical assistance costs.

1.5.10 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors.

4.6 SPECIFIC SERVICE LEVEL REQUIREMENTS:

1.5.11 The maximum time for the system 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.

1.5.12 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

4.7 THE AGREEMENT EXCLUDES:

1.5.13 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc, as specified in the Manufacturer's documentation.

1.5.14 The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to air-conditioning, and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

1.5.15 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.

Any such work shall be carried out and charged for at the prevailing labour rate specified in FINANCES (1.1), as such work falls outside the terms of this Agreement.

ITEM 5. - CONSUMABLES

5.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

5.2 HARDWARE INCLUDED UNDER THIS ITEM:

OEM Requirement

Only the Original Equipment Manufacturer (OEM) of the equipment specified in this tender shall be eligible to submit a bid. Distributors, resellers, agents, service providers, or any other third parties are not permitted to bid as principal bidders. The resulting contract shall be concluded directly with the OEM, which shall retain full responsibility and accountability for the provision of all services, support, maintenance, repairs, parts supply, and performance obligations under the contract. The appointment or use of any subcontractor, distributor, reseller, or third party by the OEM shall not relieve the OEM of any responsibility, liability, or obligation arising from this contract. The CUSTOMER shall hold the OEM solely accountable for the fulfilment of all contractual requirements.

The OEM may, however, make use of authorised subcontractors or local partners for installation, commissioning, training, and maintenance services, provided that the OEM remains the primary contracting party and retains full responsibility for the performance, warranty, and support of the equipment supplied under this contract.

Consumables such as complete applicator sets and relevant equipment according to Departmental list of such equipment delivered at the conception of the contract for 5 years, alternatively when ordered. Please see **EXHIBIT A.**

EXHIBIT A - CONSUMABLES

Scope of Supply		
Quantity	Article number	Description
200 per annum	1	ABC Mouthpieces (complete set)
500 per annum	2	I-cast masks (250 long and 250 short)
500 per annum	3	Non-migratory small diameter (1.0 x 3mm) prostate gold seed fiducial markers suitable for CBCT imaging, including pre-loaded needles. 500 seeds per annum (at least 3 per procedure)
12 per annum	4	Fraxion Dental mix; 12 patients per annum

18 per annum	5	Fraxion mouth pieces (10 small, 5 medium, 3 large)
1 per annum	6	RTQA2 Gafchromic film; 1 box of 25 sheets (10" x 10 ") per annum
1 per annum	7	EBT3 Gafchromic film; 1 box of 25 sheets (10" x 10 ") per annum
30 per annum	8	Body fix cover sheets (10 thorax, 10 hip, 10 total body)
As required	9	All network and IT consumables required for the routine maintenance of the Oncology and Elekta network infrastructure and internet connectivity as per supplier manual and service agreement.

Scope of Supply

The following list of applicator sets (including appropriate transfer tubes, connectors, accessories and all devices to make the set complete and fully functional for intracavitary, interstitial and intra-luminal applications) shall be supplied, accompanied by the required availability and maintenance of the Treatment Planning System software and control unit software packages to allow applicator reconstruction and all available and applicable applicator libraries for use of the applicators to function at perform peak performance in combination with the treatment planning system and treatment delivery system.
Wherever automated pre-reconstructed libraries and geometries of applicators are available, they shall be included to lessen the steps necessary to reconstruct applicators and other treatment devices. All algorithms for dose and optimization shall be available, and all marker sets shall be suitable for MR and CT, or both shall be supplied. Applicator descriptions given here include the supply of all bracelets, tags and associated parts (transfer tubes, adapters, etc.) or devices for the complete set to function at peak performance (including e.g. guiding tubes, obturators, needle locks, etc.). Complete sets of transfer tubes to allow the variety of treatments represented by the applicators in this list shall be included and available during this contract period.

Quantity	Article number	Description
4	1	4 complete sets of advanced interstitial applicators with cervix, parametrium and vagina reach with specification according to the clinical need. Consideration should be given to include suitable transfer tubes and other related equipment for peak performance
6	2	6 complete sets of universal interstitial gynecological applicators, easily assembled and shall accommodate most female pelvic anatomies with parallel interstitial needles for cervix and endometrium reach with specification according to the clinical need
12	3	12 complete sets of intracavitary cervix and endometrium reach ring applicator sets of various angles, lengths, and diameters according to departmental needs
3	4	3 complete sets of vaginal multi-channel applicators with options to extend into the endometrium/uterus for treatment of the Vagina, Cervix and endometrium with specifications according to the clinical need
2	5	2 complete sets of vaginal applicator sets intended for vagina, cervix, endometrium and rectum treatment. The applicator shall allow various diameter rings to be placed around the applicator/catheter to allow number of segments, length and diameter variations with specifications according to the clinical need.
2	6	2 complete sets of Vaginal mold applicators for treatment of the vagina and cervix, plus 100 tubes for treatment and appropriate markers with specifications according to the clinical need.
3	7	3 complete sets of basic endometrium applicators (including transfer tubes if other than the applicators above) with specifications according to the clinical need.
2	8	2 sets of Breast CT/MR safe and compatible templates, plus a multi-package set of recommended needles and fastening buttons with specifications according to clinical need.
5	9	5 complete sets and package solution for outpatient partial breast irradiation and required guide and catheter connections with specifications according to the clinical need.
5	10	5 complete sets of re-usable intraluminal package solutions for lung, bronchus and bile duct treatments with specifications according to clinical need.
2	11	2 complete sets and package solutions of various diameter esophageal applicators and accessories to make the complete system usable for esophagus treatments.
1	12	1 complete set and package solution for a template with all required accessories for treatment of the tongue
1	13	1 complete set and package solution for various sized skin applicators (typically 3 sizes and 2 configurations) with specifications according to clinical need
1	14	Complete set of stainless-steel interstitial needles for treatment of head and neck, or breast etc. with carrying and sterilizing case. Variability in length and tip design should be included with specifications according to clinical need
5 x 5	15	5 complete sets and package solution of flexible implant tubes (plus two cutters) to allow at least 5 treatments per annum over the 5-year period, to be used with superficial flaps and other molds or devices.
5 x 5	16	Set of large flaps for surface and other treatments, that can accommodate flexible needles over the 5-year period for 5 patients per year.
1	17	One source check ruler and adaptors with all required transfer tubes and other accessories
1	18	One source position simulator
1	19	Emergency source removal kit including plyers/cutter, forceps and container
3	20	Three anatomy replicating phantoms for gynecology related implants: Phantoms containing vagina, vaginal canal, cervix, uterus, urethra, bladder, rectum, and cervical tumor. Phantoms shall be suitable for HDR brachytherapy and related procedures. Any standard image packages associated with the phantom shall be included.
5	21	Five anatomy replicating phantoms for prostate related implants with interstitial HDR brachytherapy needles. Resealable phantoms for multi-use instances are preferred where possible.

5	22	Five prostate phantoms ideal transrectal and transperineal biopsy, including the use of bi-linear transrectal ultrasound devices to enable prostate fiducial marker implantation under image guidance. Full imaging packages associated with the phantoms shall be provided.
2	23	All required cleaning brushes and devices shall be supplied for the list of applicators and devices listed here
100	24	100 complete sets and package solutions of flexible needles for advanced interstitial and universal interstitial gynecological application according to departmental needs and specifications to allow peak performance interstitial implantation
30	25	30 complete sets and package solutions (proguide needles and obturators) of flexible needles for advanced interstitial prostate applications and implantations according to departmental needs and specifications to allow peak performance interstitial implantation
1	26	CT/MR clamp with baseplate and suitable inserts for all applicator diameters
1 per annum	27	PROSTATE PHANTOM CIRS-053S
1 per annum	28	Trocar Needle, 1.5mm x 200mm (pack of 10); 1 pack per annum
1 per annum	29	Obturator For 1.5mm Needle x 200mm (pack of 10)
1	30	X-Ray Catheter Set, 30cm (1-18 and 19 - onwards), once at conception of contract
1 per annum	31	Handle For Insertion Obturator
300 per annum		Lock Inserts Set For 6F Plastic Needles, estimated at 300 per annum, but according to departmental needs
300 per annum		Lock Inserts Set for 1.5mm Metal Needle, estimated at 300 per annum, but according to departmental needs

5.3 EXCLUDED UNDER THIS ITEM

Consumables are indicated in the operating manual and can be locally supplied and changed by the customer. Paper and cartridges for printing.

5.4 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables required for the routine maintenance as per supplier manual

5.5 THE SERVICE COVERS:

1.5.16 Preventative 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.

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

1.5.18 All labour for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal workdays. No overtime or weekend labour is included under this agreement.

1.5.19 All labour for fault rectification during normal working hours.

1.5.20 All normal time travel costs. No overtime and weekend travel is included under this agreement.

1.5.21 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc.

1.5.22 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).

1.5.23 Remote service / overseas telephone support.

1.5.24 All overseas technical assistance costs.

1.5.25 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors.

5.6 SPECIFIC SERVICE LEVEL REQUIREMENTS:

1.5.26 The maximum time for the system 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.

1.5.27 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

5.7 THE AGREEMENT EXCLUDES:

1.5.28 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc, as specified in the Manufacturer's documentation.

1.5.29 The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to air-conditioning, and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

1.5.30 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.

Any such work shall be carried out and charged for at the prevailing labour rate specified in FINANCES (1.1), as such work falls outside the terms of this Agreement.

ITEM 6. - MOBILE X-RAY UNITS

6.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

6.2 HARDWARE AND SOFTWARE INCLUDED UNDER THIS ITEM:

Complete units:
The equipment specified as SHIMADZU MOBILES, installed in the Department of Radiology at Universitas Hospital, Bloemfontein, comprising generator, as well as other components as specified in the equipment manual.

6.3 EXCLUDED UNDER THIS ITEM

Consumables are indicated in the operating manual and can be locally supplied and changed by the customer.

6.4 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables required for the routine maintenance as per supplier manual

6.5 THE SERVICE COVERS:

2.5.1 Preventative 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.

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

2.5.3 All labour for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal work days. No overtime or weekend labour is included under this agreement.

2.5.4 All labour for fault rectification during normal working hours.

2.5.5 All normal time travel costs. No overtime and weekend travel is included under this agreement.

2.5.6 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc.

2.5.7 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).

2.5.8 Remote service / overseas telephone support.

2.5.9 All overseas technical assistance costs.

2.5.10 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors.

6.6 SPECIFIC SERVICE LEVEL REQUIREMENTS:

2.6.1 The maximum time for the system 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.

2.6.2 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

6.7 THE AGREEMENT EXCLUDES:

2.7.1 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc, as specified in the Manufacturer's documentation.

2.7.2 The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to air-conditioning, and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

2.7.3 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.

Any such work shall be carried out and charged for at the prevailing labour rate specified in FINANCES (1.1), as such work falls outside the terms of this Agreement.

ITEM 7. - MONACO TREATMENT PLANNING SYSTEMS AND MOSAIQ PATIENT MANAGEMENT SYSTEM

7.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

7.2 HARDWARE INCLUDED UNDER THIS ITEM:

OEM Requirement

Only the Original Equipment Manufacturer (OEM) of the equipment specified in this tender shall be eligible to submit a bid. Distributors, resellers, agents, service providers, or any other third parties are not permitted to bid as principal bidders. The resulting contract shall be concluded directly with the OEM, which shall retain full responsibility and accountability for the provision of all services, support, maintenance, repairs, parts supply, and performance obligations under the contract. The appointment or use of any subcontractor, distributor, reseller, or third party by the OEM shall not relieve the OEM of any responsibility, liability, or obligation arising from this contract. The CUSTOMER shall hold the OEM solely accountable for the fulfilment of all contractual requirements.

The OEM may, however, make use of authorised subcontractors or local partners for installation, commissioning, training, and maintenance services, provided that the OEM remains the primary contracting party and retains full responsibility for the performance, warranty, and support of the equipment supplied under this contract.

a) Elekta MOSAIQ patient management system
b) Elekta MONACO TPS and network

Total network infrastructure Category 6A/7 cabling and 10 Gigabit Ethernet-capable switches or better to provide reliable, high-bandwidth connectivity including all switches and routers, hardware and software as well as connectivity to Dicom Imaging, Linac and VMAT.
Software: Protection against software obsolescence.
Hardware: Workstations, Monitors, keyboards, and peripherals
UPS units
KVM extenders.
Customer protection against hardware obsolescence of the components.
Mirroring and required hardware of the patient, machine and treatment related databases

Maintenance and repair of in-room air conditioning system
Infrastructure for external monitoring and remote support, e.g. IT structure, online support, remote access and fixes
Protection and maintenance of data
Software and hardware updates, safety releases and bug fixes
Workstation technology refreshing
Spare Parts
Corrective Maintenance (Emergency Support)
- Software Updates
- Software Upgrades
- Technical Support
- Application Support
- Technical Information Supply
- Remote Services Technical Online Support
- Remote Services Application Online Support
- Physics Support (Telephone/Remote)

Service Agreement IT Support and Services
- Provision of stable and fast speed internet services and IT support
  - Total network infrastructure, hardware and software

Infrastructure for external monitoring and remote support, e.g. IT structure
- Protection and maintenance of data

The equipment specified as **Mosaiq,** installed in the Department of Oncology at Universitas Hospital Annex, Roth Avenue, Bloemfontein. This includes all workstations, servers, sequencers, connections to all treatment planning systems (including brachytherapy), other workstations and databases on the network, and DicomNamers.

The equipment specified as **MONACO treatment planning and simulation systems,** installed in the Department of Oncology at Universitas Hospital Annex, Roth Avenue, Bloemfontein. Coverage includes 3DCRT, VMAT, SRS, electron therapy, IMRT/VMAT and accelerated dose computation via GPU usage.

The Radiotherapy Department network shall comply with current hospital ICT standards and shall include Category 6A/7 cabling and 10 Gigabit Ethernet-capable switches or better to provide reliable, high-bandwidth connectivity between PACS infrastructure and the radiotherapy network systems (considering all imaging devices, QA databases, and treatment devices), ensuring optimal data flow and system integration.

These include devices, equipment, networking, planning and managing systems that are installed and used in the Department of Radiation Oncology at Universitas Hospital Annex, Bloemfontein.
Factory software updates released from time to time is included under this agreement.
The customer is protected against hardware obsolescence of the TPS and OMS, Work-stations, software, associated control, imaging and treatment systems under this agreement, as well as functional communication with all treatment devices on the network

7.3 EXCLUDED UNDER THIS ITEM

Consumables are indicated in the operating manual and can be locally supplied and changed by the customer. Paper and cartridges for printing.

7.4 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables required for the routine maintenance as per supplier manual

7.5 THE SERVICE COVERS:

1.5.31 Preventative 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.

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

1.5.33 All labour for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal workdays. No overtime or weekend labour is included under this agreement.

1.5.34 All labour for fault rectification during normal working hours.

1.5.35 All normal time travel costs. No overtime and weekend travel is included under this agreement.

1.5.36 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc.

1.5.37 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).

1.5.38 Remote service / overseas telephone support.

1.5.39 All overseas technical assistance costs.

1.5.40 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors.

7.6 SPECIFIC SERVICE LEVEL REQUIREMENTS:

1.5.41 The maximum time for the system 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.

1.5.42 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

7.7 THE AGREEMENT EXCLUDES:

1.5.43 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc, as specified in the Manufacturer's documentation.

1.5.44 The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to air-conditioning, and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

1.5.45 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.

Any such work shall be carried out and charged for at the prevailing labour rate specified in FINANCES (1.1), as such work falls outside the terms of this Agreement.

ITEM 8. - ONCENTRA TREATMENT PLANNING SYSTEMS

8.1 FINANCES

CONDITION	AMOUNT
Firm **monthly** contract amount :	
Foreign currency used for exchange rate :	
Exchange rate applied :	
Profit margin :	
UNFORSEEN EXPENSES	
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

8.2 HARDWARE AND SOFTWARE INCLUDED UNDER THIS ITEM:

OEM Requirement

Only the Original Equipment Manufacturer (OEM) of the equipment specified in this tender shall be eligible to submit a bid. Distributors, resellers, agents, service providers, or any other third parties are not permitted to bid as principal bidders. The resulting contract shall be concluded directly with the OEM, which shall retain full responsibility and accountability for the provision of all services, support, maintenance, repairs, parts supply, and performance obligations under the contract. The appointment or use of any subcontractor, distributor, reseller, or third party by the OEM shall not relieve the OEM of any responsibility, liability, or obligation arising from this contract. The CUSTOMER shall hold the OEM solely accountable for the fulfilment of all contractual requirements.

The OEM may, however, make use of authorised subcontractors or local partners for installation, commissioning, training, and maintenance services, provided that the OEM remains the primary contracting party and retains full responsibility for the performance, warranty, and support of the equipment supplied under this contract.

These include devices, equipment, networking, planning and managing systems that are installed and used in the Department of Radiation Oncology at Universitas Hospital Annex, Bloemfontein, comprising the following as specified in the Linear Accelerator Manual, Treatment Planning System Manual, Patient Management System Manual, Network Setup Requirements and Manual and original purchase:

Complete unit
Software: Protection against software obsolescence, upgrades, all required licenses for applicator reconstruction, applicator libraries and all brachytherapy treatment planning functionality, Afterloader control unit, stepper control, etc.
Hardware: Workstations, Monitors, keyboards, and peripherals, XtraView 40"monitor for procedure room, Afterloader control unit
UPS units
KVM extenders.
Customer protection against hardware and software obsolescence of the components.

The equipment specified as **Oncentra brachy treatment planning systems and Oncentra Prostate,** installed in the Department of Oncology at Universitas Hospital Annex, Roth Avenue, Bloemfontein.

The existing treatment planning software shall be maintained at the latest version and functionality, including the ability of planning with all available inverse planning and dose optimization algorithms, dose calculation algorithms, for the treatment planning system to function at its peak performance under all circumstances. This is applicable to all software clinical use and maintenance
All TPS functionality and licenses for all possible fusion/co-registration options such as MRI and CT fusion, or PET, or SPECT, etc. shall be actively maintained
The afterloader control computer shall allow fast and easy QA, treatment preparation and execution with minimal steps and ensure safety and logging of all actions. The same applies to prostate ultrasound stepping devices.
Whenever changes to the system is made under this maintenance contract, training shall be given when and where required
Flexitron Connectivity to MOSAIQ
Maintenance of software applications and licenses include **all available** import/export, co-registration, applicator licenses and library licenses, optimization and dose calculation licences at peak performance.

Total network infrastructure Category 6A/7 cabling and 10 Gigabit Ethernet-capable switches or better to provide reliable, high-bandwidth connectivity including all switches and routers, hardware and software as well as connectivity to Dicom Imaging, Linac and VMAT.
Software: Protection against software obsolescence.
Hardware: Workstations, Monitors, keyboards, and peripherals
UPS units
KVM extenders.
Customer protection against hardware obsolescence of the components.
Mirroring and required hardware of the patient, machine and treatment related databases
Maintenance and repair of in-room air conditioning system
Infrastructure for external monitoring and remote support, e.g. IT structure, online support, remote access and fixes
Protection and maintenance of data
Software and hardware updates, safety releases and bug fixes
Workstation technology refreshing
Spare Parts
Corrective Maintenance (Emergency Support)
- Software Updates
- Software Upgrades
- Technical Support
- Application Support
- Technical Information Supply
- Remote Services Technical Online Support
- Remote Services Application Online Support
- Physics Support (Telephone/Remote)

Service Agreement IT Support and Services
- Provision of stable and fast speed internet services and IT support
  - Total network infrastructure, hardware and software

Infrastructure for external monitoring and remote support, e.g. IT structure
- Protection and maintenance of data

The Radiotherapy Department network shall comply with current hospital ICT standards and shall include Category 6A/7 cabling and 10 Gigabit Ethernet-capable switches or better to provide reliable, high-bandwidth connectivity between PACS infrastructure and the radiotherapy network systems (considering all imaging devices, QA databases, and treatment devices), ensuring optimal data flow and system integration.

8.3 EXCLUDED UNDER THIS ITEM

Consumables are indicated in the operating manual and can be locally supplied and changed by the customer.

8.4 CONSUMABLES INCLUDED UNDER THIS ITEM:

All consumables required for the routine maintenance as per supplier manual

8.5 THE SERVICE COVERS:

2.5.11 Preventative 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.

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

2.5.13 All labour for the routine maintenance as per the supplier manual. Routine maintenance will be done during normal work days. No overtime or weekend labour is included under this agreement.

2.5.14 All labour for fault rectification during normal working hours.

2.5.15 All normal time travel costs. No overtime and weekend travel is included under this agreement.

2.5.16 All parts of all equipment listed under "hardware covered" above, which may fail due to normal wear and tear, including but not restricted to all vacuum elements, glassware, probes, coils, etc.

2.5.17 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).

2.5.18 Remote service / overseas telephone support.

2.5.19 All overseas technical assistance costs.

2.5.20 Maintenance and Support of all relevant Operating System and Application Software and/or Firmware. This service includes all updates for the correction of any software errors.

8.6 SPECIFIC SERVICE LEVEL REQUIREMENTS:

2.6.1 The maximum time for the system 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.

2.6.2 A response time of 2 hours of the call being made during normal working hours will be assured. Physical inspection will be within 4 working hours.

8.7 THE AGREEMENT EXCLUDES:

2.7.1 Maintenance, inspection and reporting of all environmental conditions pertaining to the equipment. This includes factors like monitoring of the temperature, humidity, power surges, vibrations, etc, as specified in the Manufacturer's documentation.

2.7.2 The tracing and rectification of faults that result from:

- External influences on the apparatus, such as but not limited to air-conditioning, and/or power failures.
- Careless or negligent operation of the apparatus by the Customer, or its employees including but not limited to malicious damage to the apparatus by such persons.

2.7.4 Reconditioning work on the apparatus which shall mean any work which involves complete or extensive dismantling and re-assembly of the whole or part of the apparatus which is executed for the purpose of extending the normal operational life of the apparatus.

Any such work shall be carried out and charged for at the prevailing labour rate specified in FINANCES (1.1), as such work falls outside the terms of this Agreement.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....Bid number **DOH(FS)19/2026/2027**

Closing Time 11:00 ..... Closing date **04 DECEMBER 2026**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		SERVICE AND MAINTENANCE OF ONCOLOGY RADIATION THERAPY,	R_____ **Monthly service & Maintenance**
			R_____ **Total amount for service & maintenance for five years**

(See attached item list on Section C)

Free State Department of Health.

- Required by: Free State Department of Health
- .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A FIRM PRICES FOR PERIOD CONTRACTS SUBJECT TO ESCALATION - STATUTORY

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

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

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

Where:

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

3. The following index/indices must be used to calculate your bid price:
CPI Dated : September 2026

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

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

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

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

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

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

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

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

health
Department of
Health
FREE STATE PROVINCE

SWORN AFFIDAVIT FOR DISABILITY

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

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

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

Deponent Signature: _____

Date: _____

_____

Commissioner of Oaths (Signature & Stamp)

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

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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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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



3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

Note to t

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	The weight/s to be broken-down as follows:	Number of points claimed (90/10 system) (To be completed by the tenderer)
		GENERAL	
Women	2	• 50%-100% Woman ownership = 2 points • 1%-49% Woman ownership = 1 points • 0% Woman ownership = 0 point	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	2	• 50%-100% Youth ownership = 2 points • 1%-49% Youth ownership = 1 points • 0% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
People with disability	1	• 100% Ownership = 1 points • 0% Ownership = 0 point	Sworn affidavit signed by the company representative and attested by the Commission of Oaths
Free State based company	5	• Free State based company = 5 points • Not Free State based company = 0 points	• Municipal Account **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR

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			• Permission to occupy land signed by the traditional authority OR A letter of confirmation of the address signed by the ward councillor
Total	**10**		

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	The weight/s to be broken-down as follows:	Number of points claimed (90/10 system) (To be completed by the tenderer)
GENERAL			
Women	2	• 50%-100% Woman ownership = 2 points • 1%-49% Woman ownership = 1 points • 0% Woman ownership = 0 point	
Youth	2	• 50%-100% Youth ownership = 2 points • 1%-49% Youth ownership = 1 points • 0% Youth ownership = 0 points	
People with disability	1	• 100% Ownership = 1 points • 0% Ownership = 0 point	

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Free State based company	5	• Free State based company = 5 points • Not Free State based company = 0 points	
Total	**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:

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

(d) recommend that the tenderer or contractor, its shareholders and

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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: .....

.....

.....

.....

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SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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35)	Settlement of disputes	10
36)	Termination of contract: unfulfilled orders	10
37)	Cession	10
38)	Acceptance of the Special Conditions of Contract and/or General Conditions of Contract	10
39)	The company must complete the following	10

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

1) INVITATION OF QUOTATIONS

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

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

2) EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 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
Total points	=	100 points

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

3.1 The institutions must apply the 80/20 Preferential Point System to all the quotations above R30 thousand. The following Specific goals are applicable to all the requests for quotations within the Department

GENERAL			
Specific goal	**Applicable weight**	**The weight/s to be broken-down as follows**	**Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)**
Woman	2	• 50%-100% Youth ownership= 2 points • 01%-49% Youth ownership =1 point 0% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority. **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	2	• 50%-100% Youth ownership= 2 points • 01%-49% Youth ownership =1 point • 0% Youth ownership = 0 points	• RSA identity document or • Valid RSA driver's license issued by the relevant authority. **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the**

			individual Director/s. (Youth is defined as any south African citizen with the age between 18 and 35 years)
People living with disability.	1	• 100% Ownership = 2 points • 0%-99% Ownership = 0 points	• Sworn affidavit signed by the company representative and attested by the Commission of oaths
Free State based company (NB: the institutions must ensure that this specific goal is aligned to the district they are situated in. e.g. suppliers situated in Thabo Mofutsanyane District	5	• Free State based company = 5 points • Not Free State based company = 0 points	• Municipal Account, not older than (3) months **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating in 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 councilor

4) Once-off bid prices

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

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

5) Period Contract Prices

5.1 1st year of the contract period:

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

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

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

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

5.2.3 **Submitting of price adjustment claims:**

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.
Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

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

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

5.2.4 Documentary proof for price adjustments:

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

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

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

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

6) Qualification of bid / quotation documents

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

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

7) Applicable Declarations – SBD 4, SBD 6.1:

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

7.1 **SBD 4 – Declaration of Interest**

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

8) Corrections to documents:

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

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

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

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

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

9) Tax Clearance Certificates

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

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

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

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

10) Compulsory Explanatory Meeting and / or Site Visit

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

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

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

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

11) Payment to suppliers

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

12) Legislation / Laws

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

13) Validity period of bid

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

14) Quantities

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

15) Samples

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

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

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

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

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

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

16) Bid prices

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

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

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

17) Price lists

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

18) Specification – company's response

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

19) Adjudication of bid

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

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

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

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

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

19.3.3 Disqualify the bidder or person from the bidding process;

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

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

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

19.3.7 Forward the matter for criminal prosecution.

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

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

21) Compliance to contract

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

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

22) Contract signing

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

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

23) Financial schedules

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

24) Declaration of Interest

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

25) Descriptive literature / brochures / pamphlets

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

26) Performance Security / Surety

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

27) Accredited representative

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

28) Equipment exceeding specifications

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

29) Delivery and documents

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

30) Insurance

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

31) Incidental services

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

32) Spare parts

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

33) Warranty

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

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

34) Penalties

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

35) Settlement of disputes

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

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

36) Termination of contracts: Unfulfilled orders

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

37) Cession of contracts

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

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

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

39) THE COMPANY MUST COMPLETE THE FOLLOWING:

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

....
SIGNATURE **CAPACITY**

Contact person of company: .....

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

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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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.

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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;

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(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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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