

Spec item No.	Non-negotiable specification description	Compliance Yes / No	Response	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Either Y / N
	after the hand over of the unit is required.				
12.6	The availability of spare parts after production stops of new units should not be less than 7 years - is required?				
12.7	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of technical and clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the acceptance or non-acceptance of the unit. For this reason a demonstration unit shall be available within a period of four at their local East London branch or warehouse, The cost for this presentation viewing is for the account of the bidder and it will not place any obligation on the Department to procure from this specific bidder.				
12.8	A list of end-users where this unit is installed and in clinical operation must be provided for contact references.				
13	<b>X-RAY GENERATOR AND X-RAY TUBE:</b>				
13.1	The generator shall be a 15 kW high frequency, micro-processor controlled X-ray generator or higher.				
13.2	The offered system shall function off a standard 220V (+/- 10 %) single phase, 50 Hz supply and be fitted with a SABS approved 3 pin rubber plug.				
13.2.1	Full automatic mains control regulating both kV and mA shall be included, but it shall also be possible to select factors manually				
13.2.2	No external UPS shall be accepted to power the computer components of the unit so that the equipment can shut down safely (preventing reloading of software etc) when interrupted by a power				

Spec item No.	Non-negotiable specification description	Compliance Yes / No	Response	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Either Y / N
	failure – it must be factory built in to prevent software failure.				
13.3	The minimum length of the power supply cord shall be 5 meters.				
13.4	A maximum tube voltage of 120kV shall be possible from $\pm$ 40kV.				
13.5	A maximum tube current of 120mA shall be possible for digital exposures and 60mA for fluoroscopy. State maximum tube current of offered system;				
13.6	Automatic dose control regulating both kV and mA must be included, but it should be possible to select factors manually.				
13.7	Support of 0.1 to 10 mA for low dose during continuous fluoroscopy settings at 120KV.				
13.8	Support of digital radiography exposures with either variable mA or mAs settings in the range of 1 to 120mA or 3mAs to 120mAs variable in 1mA or mAs steps.				
13.9	<b>Only rotating anode tubes with dual focua shall be considered, bidders to state type of tube offered</b>				
13.9.1	The anode thermal cooling capacity shall be $\geq$ 65 KHU / min.				
13.9.2	The X-Ray tube Focal Spots shall be approximately 0.3 mm and 0.6 mm.				
13.9.3	The anode thermal capacity shall be $\geq$ 290 KHU.				
14	<b>COLLIMATOR SYSTEM:</b>				
14.1	Switching between radiography and fluoroscopy shall be fully motorized				
14.2	All other collimator settings shall be controlled from the c arm stand and electrically motorized.				
14.3	Useful beam shall be limited to the input phosphor by means of lead shutters. It shall be possible to select a field smaller than input phosphor.				

Spec item No.	Non-negotiable specification description	Compliance Yes / No	Response	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Either Y / N
14.4	Shutters shall be coupled for rotation and translation, or moved individually for asymmetric collimation				
14.5	Inherent filtration shall be at least 1.0 mm Al equivalent.				
15	<b>FLAT PANEL TECHNOLOGY (FPT) (Amorphous silicon flat detector) IMAGE ACQUISITION SYSTEM</b>				
15.1	A FPD (Flat Panel Detector) with an active area 21 x 21 cm (10% tolerance) is required				
15.2	A FPD utilizing a minimum A/D conversion of 16 bits or higher is required				
15.3	The Bidder shall state the actual active coverage for each image field:				
15.3.1	State Field size in Field 1;				
15.3.2	State Field size in Field 2;				
15.3.3	State Field size in Field 3.				
15.4	The digital FPD must provide a minimum 1344 x 1344 image matrix for high resolution in the mobile C-arm to capture small details of the region of interest.				
15.5	Pixel size shall be equal to or smaller than 155µm;				
15.6	The FPD shall have maximum resolution of not less than 60 lines per cm. for at least one field size.				
15.7	Integrated Laser beam from detector side, for accurate positioning should be included				
15.8	A removable grid is required on the DFPD				
15.9	Detective Quantum Efficiency, the Bidder shall provide a graphic representation of results (Spatial frequency vs DQE) and shall be equal or better than 0.75 at 0 line pairs / mm.				
15.10	Nyquist frequency shall be equal or better than 3 line pairs/mm. Please specify?				

Spec item No.	Non-negotiable specification description	Compliance Yes / No	Response	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Either Y / N
15.11	Flat panel detector must not be affected by magnetic distortions to enable the system to be freely positioned with no limitations				
16	<b>DISPLAYS</b>				
16.1	Two, high resolution, high contrast touch screen monitors shall form part of the TV system. These monitors shall be at least 45cm, measured diagonally from corner to corner.				
16.2	The monitors shall make use of LCD/TFT technology and have a minimum resolution of 1280 x 1024 pixels.				
16.3	Monitor shall be flicker-free with a view angle not less than 170°.				
16.4	The monitors shall be foldable for easy transportation with there screens facing towards each other				
16.5	Bidders shall state brightness of the offered monitors in cd/m2. It shall be a minimum of 250cd/m2.				
17	<b>MOBILE STAND:</b>				
17.1	The C-Arm height adjustment shall be motor-driven to approximately 480mm (+10%).				
17.2	The offered stand shall have large castors completely covered front and back by an alloy / steel guard (Min 100mm Diameter) that facilitate easy movement of the complete unit with cable deflectors per wheel.				
17.3	The offered C-arm stand shall have a steering handle controlling the castors (at least 2 castors) in order to facilitate easy maneuvering of the unit. It shall be possible to rotate the castors through 90° so that the unit can be moved parallel to patient bed.				
17.4	The offered C-arm stand shall have a central floor lock in order to lock the unit into position.				
17.5	The radius (arc depth) of offered C-Arm shall be at least 680mm				

Spec item No.	Non-negotiable specification description	Compliance Yes / No	Response	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Either Y / N
17.6	The distance between front of FPDD (Flat Panel Digital Detector) to front of X-Ray Collimator shall be at least 770mm. State free space;				
17.7	The Source to Image Distance (SID) shall be at least 970mm;				
18	<b>Network &amp; LAN integration connectivity</b>				
18.1	<b>DICOM Send*</b> Sends images and series to DICOM 3 networks				
18.2	<b>DICOM StC (Storage Commitment)</b> Archiving confirmation from the image archive				
18.3	<b>DICOM Print*</b> Prints image material using virtual film sheets via DICOM print laser camera or network printer				
18.4	<b>DICOM Query/Retrieve*</b> Targeted searches for images and series in DICOM 3 networks (Query) Imports images and series from DICOM 3 networks (Retrieve)				
18.5	<b>DICOM Get Worklist*/MPPS*</b> Imports patient data from a DICOM patient management system (Worklist) Modality Performed Procedure Step (MPPS) Sends dose data as well as patient examination status to a patient management system				



## Part 4

## General specifications

**NOTE:** Should the equipment offered deviate from any specified technical requirements, full details of such deviations must be given. In case of inadequate space use a separate page and refer to the relevant paragraph.

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points
1	<b>FEATURES / GEOMETRY &amp; OPERATIONAL CHARACTERISTICS</b>				
1.1	Angulation : 140° or better rotation				5
1.2	The total motorized vertical movement shall be not less than 460 mm.				5
1.3	Dedicated parallel movement with rear-wheel steering, for easy positioning along operating table is a requirement				5
1.4	Rotation of C-arm around the iso-centre shall be not less than +180° and -180°. This rotation shall be possible without having to raise the C arm to give clearance to the camera unit				5
1.5	Longitudinal transverse of cross-arm shall not be less than 200 mm				5
1.6	Rotation of C-arm in PA/lateral tube direction shall not be less than 135° with tube and FD in a vertical position.				5
1.7	The minimum C arc depth shall be 730mm, and free space of arc not less than 770mm.				5
1.8	The horizontal section of the arm should swing transversally through an arc of +10° to -10°.				5
1.9	All movements shall be counter balanced and equipped with effective brakes				5
1.10	It shall be possible to securely lock the wheels				5

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
1.11	Lowest lateral position: <ul style="list-style-type: none"> <li>C-arc under table: +/- 1025mm</li> <li>C-arc over table : +/- 835mm</li> </ul>					5
1.2	<b>Patient positioning:</b>					
1.2.1	The patient shall be scanned ON THEATRE TABLE (supine/ lying), standing, seated or wheelchair position.					5
1.2.2	Patient positioning to be done with laser markers built into the system					5
2	<b>X-ray tube</b>					
2.1	Mono block assembly as requested in non-negotiables					5
3	<b>Image Acquisition System</b>					
3.2	As per Non-negotiable specification					5
4.5	<b>USER INTERFACE:</b>					
4.5.1	Following user friendly hard/software to be included:					5
4.5.1.1	Integrated Keyboard;					5
4.5.1.2	Tracker ball or mouse pad;					5
4.5.1.3	USB port allowing storage of images onto a flash drive device.					5
4.5.1.4	Pre-set anatomically programmed fluoroscopy parameters;					5
4.5.1.5	Touch screen ability on image monitor allowing post processing of images and patient administration					5
4.5.1.6	Two DVI-D- out connectors at the mobile viewing station (to provide digital output of the monitor images without loss of signal quality) shall be provided on at least one of the offered units.					5

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points
4.6	<b>IMAGE PROCESSING AND DISPLAY:</b>				
	Units shall be able to do or display the following:				5
4.6.1	Multiple simultaneous displays of images on monitor.				5
4.6.2	Image Invert.				5
4.6.3	Image orientation.				5
4.6.4	Patient detail.				5
4.6.5	Real Time Brightness, Contrast and window level adjustments.				5
4.6.6	Vertical image flip.				5
4.6.7	Horizontal image flip.				5
4.6.8	Magnification tools to zoom and to roam to any section of an image in real time.				5
4.6.9	Annotation				5
4.6.10	The unit shall have measurement tools to quantify lengths and angles in an image in real time.				5
4.6.11	State image storage possibilities.				5
4.6.12	The offered units shall be able to store a minimum of 140000 Images for retrieval at later stage.				5
4.6.13	The offered units shall have image processing capabilities to allow for real time and post processing of images.				5
4.6.14	System shall have last image hold capability.				5
4.6.15	System shall have the capability to save the LIH to hard drive.				5
4.6.16	The system shall have a means of protecting the				5



Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
	patient images that are stored on disk.					
4.6.17	The unit must provide warning indicators before any protected or unprotected images are overwritten so that necessary precautions can be taken by the user to save the data if needed.					5
4.6.18	State the maximum number of images (limit) that can be stored on disk before it will begin to overwrite the disk.					5
4.6.19	Bidder shall supply a disk that will allow a complete examination to be stored at the maximum frames per second of the unit on offer. Bidder to state size of disk on offer.					5
4.7	<b>MOBILE STAND:</b>					
4.7.1	The Mobile Stands providing support for the C-Arm and Control Cabinet must be easily maneuverable, compact and stable.					5
4.7.2	The Bidder shall state the mass of the C-Arm and Control Cabinet in kg.					5
4.7.3	The Bidder shall state range of height adjustment.					5
4.7.4	The movements of the C-arm shall be counter balanced. The following movements must be possible, the Bidder to state the movements and whether they are locked by means of an electromagnetic brake or mechanical lock:					5
4.7.5	Orbital movement estimated: +90°, -45°;					5
4.7.6	Angulation of C-Arm +/- 180 degrees (10%) i.e. image intensifier can be used either above or below patient;					5
4.7.7	Swivel or pendulum range of C-Arm shall be minimum +/- 10°;					5

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
4.7.8	Longitudinal Movement of C-Arm shall be at least 200mm;					5
4.7.9	The offered unit must be fitted with an infra-red laser beam for accurate centering so as to reduce patient radiation. <b>If available as an option the price must be supplied and be included in the total price on the pricing schedule.</b> The department reserve the right to exclude this option.					5
5	<b>IHE REVISION 7 (MAY 15, 2006)</b>					5
5.1	The bidder shall provide the IHE integration statement for the modality.					5
5.2	<b>The bidder shall comply to the following IHE actors and integration profiles:</b>					5
5.2.1	Profile & Actor					5
5.3	<b>Scheduled Workflow (SWF) and ACTOR</b>					5
5.3.1	Acquisition modality					5
5.3.2	Evidence creator					5
5.3.3	Image display					5
6	<b>Consistent Presentation of Images (CPI) and ACTOR</b>					5
6.1	Acquisition modality					5
6.2	Print composer					5
6.3	Image display					5
6.4	Evidence creator					5

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
6.7	<b>Presentation of Grouped Procedures (PGP) and ACTOR</b>					5
6.7.1	Acquisition modality					5
6.8	<b>Evidence Documents (ED) and ACTOR</b>					5
6.8.1	Acquisition modality					5
6.8.2	Image display					5
6.8.3	Evidence creator					5
6.9	<b>Patient Information Reconciliation (PIR) and ACTOR</b>					5
6.9.1	Acquisition modality					5
6.10	<b>Key Image Note (KIN) and ACTOR</b>					5
6.10.1	Acquisition modality					5
6.10.2	Image display					5
6.10.2	Evidence creator					5
6.11	<b>Charge Posting (CHG) and ACTOR</b>					5
6.11.1	Acquisition modality					5
6.11.2	Evidence creator					5
6.12	<b>Portable Data for Imaging (PDI) and ACTOR</b>					5
6.12.1	Print composer					5
6.12.2	Image display					5
6.12.3	Media creator					5
6.13	<b>Access to Radiology Information (ARI) and ACTOR</b>					5
6.13.1	Image display					5

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
6.14	<b>CONNECTING TO THE NETWORK</b>					5
6.14.1	The imaging modality shall be able to connect to a 5computer network					5
6.14.2	The connection speed shall be at least 1Gbit per second					5
6.14.3	The network connection shall be backwards compatible to 100Mbit per second					5
6.14.4	Please state connection speed					5
6.14.5	The connection shall be at least via UTP					5
6.14.6	Please state connection types supported					5
6.15	<b>AUTHENTICATION</b>					
6.15.1	The user shall have the ability to log on to the imaging modality					5
6.15.2	Authentication shall occur at least via a unique user ID and password					5
6.15.3	Please state the authentication used					5
6.15.4	After a user defined period of inactivity the imaging modality will automatically log off the user					5
7	<b>ELECTRICAL</b>					
7.1	All electrical COC to be supplied					5
8	<b>WARRANTEE</b>					
8.1	2 year warrantee on all equipment, accessories and installation is required.					5
8.1.1	State any exclusions from the guarantee.					5
9	<b>MAINTAINABILITY</b>					
9.1	Bidder to indicate which consumable and non-consumable items are required for the normal operation and standard maintenance of the equipment.					5
9.2	Bidder to indicate the cost of each of the above items. This does not necessarily					5

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
	means that these items would be purchased from the successful Bidder.					
9.3	Bidder to indicate which of these items are proprietary items that only the supplier of the equipment can supply.					5
9.4	In order to evaluate the life-cycle cost of the equipment, a suggested planned maintenance cost, estimated on a year by year basis for at least five years shall be quoted for. Bidders to supply a quote for a full, all-inclusive maintenance contract, as well as a separate quote for a preventative maintenance contract (including monthly labour for preventative maintenance and QA, but excluding spare parts).					5
10	<b>SAFETY</b>					
10.1	The unit shall comply with the necessary safety standards.					5
11	<b>TRAINING</b>					
11.1	Bidders must undertake to provide a comprehensive training schedule when required, for both User Department and Clinical Engineering staff of the Hospital to ensure:					5
11.1.1	Correct use of the equipment					5
11.1.2	Comprehensive technical support capability of the equipment, of at least 2 <sup>nd</sup> level, by eligible resident Clinical Engineering staff. The bidder must provide technical training in the THEORY of OPERATION, FAULT FINDING and CALIBRATION					5
11.2	Bidders must state the cost and level of technical training offered.					5



Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
11.3	Training of users shall be provided by the successful Bidder at no extra cost and a complete user laminated protocol be provided after training.					5
12	<b>DOCUMENTATION</b>					
12.1	The bidder must provide <b>DETAILED PREVENTATIVE MAINTENANCE and CALIBRATION PROCEDURES</b>					5
12.2	2 x Manuals HARDCOPY & CD / DVD must be comprehensive, including circuit diagrams in case of electronic/electrical equipment, enabling resident technical staff to deliver complete technical support in case of equipment failure, as well as routine servicing					5
12.3	Manuals will be treated as confidential and for the sole use on equipment owned by hospitals in the Eastern Cape Region					5
12.4	The supply Workshop / Service Manuals / DVD, is a mandatory requirement of this bid and they must be in accordance with the requirement laid down above					5
13	<b>MAINTENANCE (To be quoted as options in Part 5 – Schedule C and will be used during evaluation as total COO over 12 years)</b>					
13.1	A fully inclusive five year (3-7 yrs) maintenance contract (excluding the guarantee period) including spares, labour and call outs is required; all maintenance and repairs will be the responsibility of the successful bidder. Any downtime due to breakdowns or maintenance					5

Spec item No.	General Specification description	Compliance Yes / No	Response (Bidders to state their offers in-line with specifications)	Reference in manufacturer documentation / brochures. Brochure No. & Page No	Points allocated will either be zero "0" or five "5" points	
	that is not scheduled will be the total responsibility of the successful bidder.					
13.2	A fully 2nd five year (8-12 yrs) maintenance contract including spares, labour and call outs is required as an option; all maintenance and repairs will be the responsibility of the successful bidder. Any downtime due to breakdowns or maintenance that is not scheduled will be the total responsibility of the successful bidder.					5
13.3	All maintenance to ensure a twenty four hour service will be performed at a time and date mutually agreed upon by the successful bidder and the Head of the Institution or his duly authorized representative.					5
14	<b>MAINTENANCE CONTRACT - SLA</b>					
14.1	A SLA must be entered into with the DoH EC within three months after equipment installation as per Schedule attached. This SLA must clearly indicate the service check lists and schedules for all equipment within this tender.					5
15	<b>OPTIONAL ACCESSORIES OFFERED BY BIDDER.</b>					
15.1	Bidder to give a full description and pricing of optional accessories available for the equipment and list them and price separately as per Part 5 – Schedule C.					5

**Part 5 – Schedule A  
Government Procurement  
General Conditions of Contract**

## Annexure A

### 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 (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance

- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
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- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions** 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) 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](http://www.treasury.gov.za)

- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and TERMS OF REFERENCES.

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

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

**7. Performance**

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

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

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

## 12. Transportation

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

## 13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information



pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and TERMS OF REFERENCES 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 TERMS OF REFERENCES) 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 and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract Amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid.
- Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subService Provider(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.

#### **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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.
- 28.1 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.

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.

SBD3

SBD3

**Part 5 – Schedule C**  
**PRICING SCHEDULE – FIRM PRICE for 1<sup>st</sup> year**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder.....Bid number.....  
 Closing Time 11:00 Closing date : \_\_\_\_\_ 2017

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

**i. Please complete the table below to enable price evaluations:**

		Qty	Year 1 VAT inclusive	Year 2 VAT inclusive
1	A C-arm with digital flat panel unit complete with control console and tablet type screen on C-arm unit including built in printer	1		

**Additional accessories as options ( not a necessity for basic functionality) and the DoH will choose how many they require of each option**

			Year 1 VAT inclusive	Year 2 VAT inclusive
1	SABS Approved Lead apron: Medium	1		
2	SABS Approved Lead apron (light weight) Medium	1		
3	SABS Approved Thyroid Shield	1		
4	SABS Approved Lead apron: Large	1		
5	SABS Approved Lead apron (light weight) Large	1		
6	SABS Approved Lead apron: Xtra Large	1		
7	SABS Approved Lead apron (light weight) Xtra Large	1		

**Maintenance contract as options**

			Year 1 VAT inclusive	Year 2 VAT inclusive
1	C-arm with digital flat panel unit full 5 year (yrs 3-7) maintenance contract fully inclusive of spares excluding disposables must be offered as an option (extended warrantee). Complete Schedule 8 as your proposal. (this option will enjoy preference)	1		
2	C-arm with digital flat panel unit additional full 5 year (yrs 8-12) maintenance contract fully inclusive of spares excluding disposables must be offered as an option (extended warrantee). Duplicate & complete Schedule 8 as your proposal.	1		
3	Certified Technical training shall be provided to Hospital technical staff, in order to render a supportive, routine, functional service to the Hospital. State price if applicable	1		
4	Other if needed for full functionality of unit on delivery	1		
5	Options additional			



Additional accessories as options ( not a necessity for basic functionality) and the DoH will choose how many they require of each option				
6				
	<b>Total inclusive of vat (excluding the service / maintenance &amp; disposable options)</b>			

	SIGNATURE	DATE
COMPILED BY SCM:	<i>A. M. ...</i>	2019/11/20
REVIEWED BY END USER:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

**Part 5 – Schedule D**  
**DECLARATION OF INTEREST**

SBD4

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative:  
.....
  - 2.2 Identity  
Number:.....  
.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....
  - 2.4 Company Registration Number:  
.....
  - 2.5 Tax Reference Number:  
.....
  - 2.6 VAT Registration Number:  
.....

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

1“State” means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person

connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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



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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

### 4. DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## Part 5 – Schedule E (i)

## Declaration of Bidder's Past Supply Chain Management Practices

SBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....

Signature

Date

.....

Position

Name of Bidder

**Part 5 – Schedule E (ii)**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

SBD 9

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

In response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

**Part 5 – Schedule F**  
**Qualifications and Experience**

1. Details of the extent of the bidders activities and business, e.g. branches etc:

---

---

---

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
-------------------------	--------	--------------------------


*(Please provide contactable references)*

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

---

4. The name of the person who shall manage the Services:

---

5. Detail such person's qualifications and experience below :

---

---

---

---

.....  
SIGNATURE OF (ON BEHALF OF) BIDDER

.....  
NAME IN CAPITALS



In the presence of :

1. ....

2. ....

**Part 5 – Schedule G**  
**Organisation type**

PARTNERSHIP/CLOSED CORPORATION/COMPANY  
( delete which is not applicable)

The bidder comprises of the following partners/members/directors :

1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

.....  
SIGNATURE OF (ON BEHALF OF) BIDDER

.....  
NAME IN CAPITALS

In the presence of:

1. ....

2. ....

- 
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NAME IN CAPITALS

In the presence of:

1. ....

2. ....

**Part 5 – Schedule I**  
**Details of Supplier's office**

1. Physical address of supplier's office

---

---

---

---

1 Telephone No of office: \_\_\_\_\_

3 Time period for which such office has been used by supplier:

\_\_\_\_\_

.....  
SIGNATURE OF (ON BEHALF OF) BIDDER

.....  
NAME IN CAPITALS

In the presence of:

1. ....

2. ....



## Part 5 – Schedule J

### Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid may be considered invalid

Nature of Service: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Bid Number: \_\_\_\_\_

	<p><b>FINANCIAL POSITION OF BIDDER</b></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the DOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....  
SIGNATURE OF (ON BEHALF OF) BIDDER

.....  
NAME IN CAPITALS

In the presence of:

1. ....

2. ....

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

#### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



<b>SUPPORTING SCHEDULE</b>
----------------------------

<b>SCHEDULE 1: HAZARDOUS SUBSTANCE ACT CLEARANCE CERTIFICATE</b>
--

Not applicable

<b>SCHEDULE 2: ISO 9000 or ISO CERTIFICATION</b>
--

The **ISO 9000 or ISO 13485 certificate** must be attached as part of this bidder's response to be included in the price evaluation if available

<b>SCHEDULE 3: IEC 6011 - 1 CERTIFICATION</b>
---

**IEC 601-1 certification** must be attached as part of this bidder's response to be included in the price evaluation if available:

<b>SCHEDULE 4: RADIATION BOARD CERTIFICATION</b>
--

**Not applicable**

<b>SCHEDULE 5: CE CERTIFICATION</b>
-------------------------------------

**CE certification** must be attached as part of this bidder's response

<p><b>SCHEDULE 6: VALID ACCREDITATION LETTER FROM REGISTERED MANUFACTURER</b></p>
---

A signed letter from the registered manufacturer must be attached. The letter supporting and underwriting the vendor as the only accredited and certificated vendor in South Africa for safe distribution, service and maintenance. (with manufacturer's letter head)

<b>SCHEDULE 7: BUILDING ALTERATIONS PRICED BILL</b>
---

**Not applicable**

<b>SCHEDULE 8: SERVICE LEVEL AGREEMENT</b>
--

This returnable schedule is to be completed to be submitted as part of the financial offer. The bidder must complete the following service and maintenance agreement. Any other format will disqualify the contractor.



**Schedule L Annexure L**



Province of the  
**EASTERN CAPE**  
HEALTH



United in achieving quality health care for all

**SERVICE AND MAINTENANCE AGREEMENT**

**between**

**EASTERN CAPE DEPARTMENT OF HEALTH**

**and**

\_\_\_\_\_ (Company Name)

**TO PROVIDE A MANAGED AND COMPREHENSIVE SERVICE OF ALL EQUIPMENT FOR A PERIOD  
OF TWO (2) YEARS**

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## **1 DEFINITIONS**

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 **“Access Times”** means times that the institution is normally open to the public during which the Contractor will be required to undertake any service and maintenance, which is usually during the hours of 07:00 and 17:00.
- 1.2 **“Agreement”** means this agreement and the annexures thereto.

- 1.3 **“Annexure”** means the Annexure as per definition 3.2, and as incorporated herein, each of the Annexures, which are signed by the Parties, and any like Annexure bearing reference to this Agreement, which may at any time hereafter, in concurrence with the Contractor, be added to this Agreement.
- 1.4 **“Areas”** means all or any of the office areas, outpatient areas, theatres, ward areas, public areas, plant rooms, stairway and lifts at the Department’s institutional premises.
- 1.5 **“Authorised Representative”** means a person authorized by the Department/Head of the Provincial Health Institution to act on its behalf and who has signatory powers.
- 1.6 **“CEMIS”** means the Clinical Engineering Management Information System or equivalent manual system that is administered.
- 1.7 **“Commencement date”** means the date of commencement of this Agreement.
- 1.8 **“Corrective maintenance”** means the timeous repair of equipment in terms of clause 6.1, as required by the provincial health institution where the equipment is located.
- 1.9 **“Department”** means the Eastern Cape Department of Health.
- 1.10 **“Equipment”** means any equipment referred to clause 6.1 and listed in (Schedule 1) to this Agreement, which is owned or leased by or otherwise under the control of the Department.
- 1.11 **“Exchange basis”** means the exchange of defective or deteriorating parts which are required to maintain the equipment.
- 1.12 **“Extended warranty maintenance”** means maintenance of equipment, to the manufacturer’s specifications as of the date of purchase of such equipment, including general maintenance, corrective maintenance, required software upgrades and replacement of spare parts which will be provided on an exchange basis.
- 1.13 **“Fully inclusive repairs and maintenance”** means general repairs and maintenance of equipment including, corrective maintenance required software upgrades and replacement of spare parts which will be provided on an exchange basis.
- 1.14 **“Facilities Manager ”** means the facilities manager or designated person employed or contracted by the Department to manage the facilities management related services at the Hospital Premises, including such party’s delegated authority or person’s appointed or designated by the Institution/Department.
- 1.15 **“General maintenance”** means all preventive maintenance required for equipment, in terms of the manufacturer’s specifications as of the date of purchase of such equipment,

recommended protocols to maintain optimal performance standards, implementing manufacturer's recommended upgrades and any required repairs.

- 1.16 **"General Services"** means the general *ad hoc* services to be provided by the Contractor.
- 1.17 **"Head of Department"** means the official who is the administrative head of the Department.
- 1.18 **"Head of Provincial Health Institution"** means the Head of the Provincial Health Institution where the equipment is located, including his/her designee.
- 1.19 **"Health Institution"** means any provincial facility or establishment at which any item of equipment is located.
- 1.20 **"Hospital's Employees"** means employees employed by the Department, or the Hospital (as the case may be) to provide the clinical services.
- 1.21 **"IEC 601-1"** relates to the general requirements for safety, the collateral standards for electromagnetic compatibility and requirements and tests of medical electric equipment as regulated by the International Electro technical Commission, as certified in schedule 4.
- 1.22 **"ISO 9000" & "ISO 13485"** means the International Standards to which medical equipment are manufactured (QA), as certified in schedule 4.
- 1.23 **"ACSV"** means Accredited Certified Service Vendor.
- 1.24 **"Manufacturer's specifications"** means the original specifications provided by the manufacturer of the equipment, including the introduction of all necessary modifications which will not lead to any restriction of the operational capacity of the equipment and for which modifications has received prior written authorization from the Head of the Provincial Health Institution.
- 1.25 **"Materials"** means those products necessary for the provision of the service.
- 1.26 **"Parties"** means the parties to this agreement.
- 1.27 **"Province"** means the Province of the Eastern Cape.
- 1.28 **"Scheduled Times"** means those times specified by the Facilities Manager as being appropriate to ensure that specified Service Standards are achieved at all times.
- 1.29 **"Service Standards"** means the service levels and criteria set out in this agreement, annexures and schedules.
- 1.30 **"Staff"** means those persons engaged or employed from time to time by the service provider to carry out the services.

1.31 **“Standard warranty conditions”** means those warranty conditions specified by the manufacturer at the time of purchase of the equipment, and any modifications specified by the manufacturer since the date of purchase.

1.32 **“PM”** means Preventative Maintenance.

1.33 **“GRN”** Goods Return Note – to be issued by stores when asset leaves premises and completed when goods are returned to the institution.

## 2 **INTERPRETATION**

In this agreement, unless the context otherwise indicates:

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

### 3 PARTIES

The parties to this agreement are:

- 3.1 The Eastern Cape Department of Health ("the Department"), acting for and on behalf of the Eastern Cape Provincial Administration, represented herein by (relevant delegate person Name: \_\_\_\_\_, in his / her duly authorized capacity as the accounting officer and
- 3.2 Name: \_\_\_\_\_ ("the Contractor"), a (CC, PTY Ltd, Public entity) \_\_\_\_\_, registered under reg no. \_\_\_\_\_, represented herein by Name \_\_\_\_\_, in his/her duly authorized capacity as \_\_\_\_\_, of the company.

### 4 STATEMENT OF PURPOSE

- 4.1 The purpose of this agreement is to formalize the relationship between the Department and Contractor to provide for a maintenance plan which will include the following:
- Scheduled maintenance as per attached Annexure;  
General corrective maintenance, for the equipment listed in Annexure B
  - Repairs as per ACSV list Annexure A and rates table Annexure F
- 4.2 The Department shall have the right to exclude or withdraw any item of equipment from participation in this Agreement should it become more expensive to repair or maintain it.

### 5 DURATION

- 5.1 Notwithstanding the date of signature hereof, this agreement shall commence on \_\_\_\_\_ and shall remain in full force and effect for **AS LONG AS THE SERVICE VENDOR REMAINS THE ACSV OF A PARTICULAR PRODUCT**
- 5.2 The Department shall require the service vendor to submit the certificate of accreditation from the manufacturer on annual basis to confirm that it is still an ACSV
- 5.4 Either party shall furnish the other party with a reasonable notice of any proposed change to the Agreement and the Annexures thereto.
- 5.4.1 No change referred to in clause 5.4 shall operate retrospectively.
- 5.4.2 In the event of any proposed change being unacceptable to the party receiving notice thereof, the parties shall enter into negotiations in respect of such proposed changes.
- 5.4.3 If no agreement regarding the proposed change can be reached, the party who received notice of the proposed change shall then furnish the other party with one (1) month written notice of his/her intention to terminate this Agreement.

### 6 CONTRACTOR'S OBLIGATIONS

#### 6.1 EXTENDED WARRANTY / MAINTENANCE PLAN

- 6.1.1 The Contractor shall be responsible for and guarantees the warrantee of parts supplied/or maintenance rendered (where applicable and indicated as such in Schedule 1) of the equipment listed in Schedule 1 to this Agreement and such warranty/maintenance shall include all exchange parts and software required in terms of this Agreement. The Contractor must indicate the checks that will be regularly conducted in Annexure C (Schedule 2) to this Agreement.



- 6.1.2 The Department shall have the right to exclude or withdraw any item of medical equipment should it become more expensive to repair or maintain it from participation in this Agreement.
- 6.1.3 To establish the state of equipment to be covered by this Agreement, a pre-inspection must be arranged between the Department and the Contractor, to establish if any equipment in need of repair should be brought up to standard prior to the commencement of this Agreement as per Annexure B. The Contractor must also advise the Department while carrying out a pre-inspection of the product as to those units that are obsolete, in order that they may be removed from service. The Contractor must submit this in writing (electronic and hardcopy) to the Department with the relevant serial numbers and their location at the institution.
- 6.1.4 On commencement, the Contractor must submit in writing (electronic and hardcopy) to the Department a detailed schedule of all service dates for the year.
- 6.1.4.1 Once the schedule of service dates has been approved by the Department, the Contractor may not deviate from it without a written signed agreement by both parties.
- 6.1.4.2 The Contractor must plan and draft a service roster in such a manner as to ensure that single combined trips are arranged for equipment that requires servicing simultaneously, be it for a single institution and/or more than one institution on the same route. 6.1.5 Where the Contractor is not the manufacturer of the equipment, the Contractor must provide a copy of the manufacturer's warranty on signature of each annexure (if technology is still under warranty) or provide an **"Accredited and certified service provider" appointment certificate from the manufacturer.**
- 6.1.6 The Contractor shall ensure that the equipment is maintained according to the manufacturer's requirements to prevent claims against the Department due to malfunctioning of equipment.
- 6.1.7 If there are any updates to the equipment to make it more effective or to accommodate new improvements to the equipment or to rectify faults, the Contractor shall ensure that these are timeously done in collaboration with the authorised representative at the relevant institution.
- 6.1.8 The contractor shall:
  - 6.1.8.1 For every repair on equipment provide a quote as per rates in Annexure F for the repair being requested - inclusive of labour rates, travelling and proof of cost price for spares used after written approval was obtained from the authorized representative,
  - 6.1.8.2 The parties shall agree before entering into the agreement for all repair and maintenance costs and the contractor shall advise in advance if there are any exclusions applicable.
  - 6.1.8.3 Obtain a job-card after the repair - signed by the end user and the technical representative from DoH
  - 6.1.8.4 Submit invoices monthly for repairs / maintenance completed against this Agreement order number to enable finance to process these payments on a monthly interval.

6.2 GENERAL, CORRECTIVE AND EMERGENCY MAINTENANCE

The Contractor shall ensure that the maintenance and repairs needed are done in collaboration with the authorised representative at the institution

6.2.1 General and corrective maintenance for the equipment shall be carried out in accordance with the manufacturer's specifications as of the date of purchase of such equipment, as per agreed Annexure B;

6.2.2 General and corrective maintenance shall include required software upgrades and replacement of spare parts to maintain the equipment as of the date of purchase;

6.2.3 Corrective maintenance shall be carried out whenever required and the Contractor shall maintain an emergency call system and engineers who shall respond to calls by the authorised representative within 2 (two) hours of such call being made.

6.2.4 Corrective maintenance on direct life support equipment Risk 1 shall be completed within eight (8) hours of being notified or a loan equipment must be supplied. All corrective maintenance on any non-functional equipment must be completed within five (5) working days after written request.

6.2.5 All general and corrective maintenance is done in terms of IEC 601-1, ISO 9000 and ISO 13485.

6.2.6 Should any equipment become faulty within two (2) weeks of the next scheduled maintenance service, the Department may arrange to have the repairs and the forthcoming scheduled maintenance service undertaken simultaneously and immediately.

6.2.7 Special visits between routine visits (Schedule as per Annexure B) shall be undertaken against a written official quotation and CEMIS work order number or "Pink Req" or any other approved manual request form.

6.2.8 Emergency visits shall be undertaken against a telephonic instruction from the Facilities Manager/or authorized official in the institution, and followed by an official written work order supported by a job card and quotation as per rates table Annexure F.

6.2.9 The Contractor shall:

6.2.9.1 Carry out only written instructions given by the department from an authorized representative at the Institution.

6.2.9.2 Not commence any maintenance services on any equipment unless a written official CEMIS work order or "Pink repair Requisition" or authorized form has been issued to support the scheduled plan as per Annexure B.

6.2.9.3 Perform all repairs (Annexure F rates) over and above the normal maintenance, as is necessary to keep the equipment in good working order as per request from the authorised representative.

6.2.9.4 Complete a job card signed by the end user and the technical representative of that institution after every visit to implement preventative maintenance or repairs.

6.2.9.5 Provide an official quote with the job-card and invoice (as per Annexure F rates) after a repair was completed to effect payment on a monthly basis.

6.2.9.6 Provide an official invoice with job cards on a monthly basis on all scheduled maintenance for equipment (as per Annexure B agreed table) to affect monthly payments.

6.5 TIMES FOR PERFORMANCE OF DUTIES

The Contractor and its staff shall be available to:

- 6.5.1 Provide preventative maintenance from Monday through Friday, excluding public holidays, from 08h00 to 17h00.
- 6.5.2 Provide general and corrective maintenance, by agreement between the parties, outside the hours specified in clause 6.5.1; and
- 6.5.3 Perform emergency corrective maintenance at any time as requested by the Head of the Provincial Health Institution where the equipment is located.
- 6.5.4 Conduct all service, maintenance or other work on a date and time mutually agreed to by the Contractor and the authorized representative at the Institution.

6.6 MAINTENANCE JOB CARDS – from Vendor & INSTITUTIONAL WO Annexure D

The Contractor shall ensure that a JOB CARD is completed in collaboration with the Institution's representative after any work is done. All Maintenance Job Cards must include:

- 6.6.1 The Contractor's general comments on the condition, performance, use and misuse of the equipment at commencement and completion of any work done.
- 6.6.2 A description of all faults observed, or likely to develop, that will require or give rise to repairs of a major nature and which he/she considers should be attended to and the recommended steps to be taken to deal with such faults.
- 6.6.3 An estimated costing, in respect of each item of equipment concerned, of the recommended steps referred to in Par 6.2 above. This is only in the event of abuse or misuse of equipment.

6.7 RECORDS AND REPORTS

6.7.1 The Contractor shall maintain:

- 6.7.1.1 An up-to-date service record for each item of equipment listed in Annexure B to this Agreement; and
- 6.7.1.2 A duplicate up-to-date service record at its primary business location in the Province.
- 6.7.2 The Contractor shall submit a monthly written report no later than the 10<sup>th</sup> (tenth) day of the month following the month in which the work was undertaken, with such monthly written reports specifying:
  - 6.7.2.1 The date or dates upon which the Contractor responded to any Departmental request for repairs or services and the date or dates upon which the requested general and/or corrective maintenance were rendered;
  - 6.7.2.2 The date or dates on which the Contractor is to provide general or corrective maintenance;
  - 6.7.2.3 The date or period of time that the Contractor was unable to provide corrective maintenance on any equipment, and the reason or reasons why such corrective maintenance was not provided;
  - 6.7.2.4 The nature of work undertaken on equipment and
  - 6.7.2.5 Any problem, including but not limited to the anticipated lifespan of equipment, encountered by the Contractor or reported in writing by the Department to the Contractor.

6.8 INABILITY TO PROVIDE CORRECTIVE MAINTENANCE (repairs)

In the event that the Contractor is unable to provide corrective maintenance on any item of equipment within the stipulated time, the Contractor shall:

- 6.8.1 Include in its monthly report, the date or period of time that the Contractor failed to provide agreed corrective maintenance, including the name, serial number and location of such equipment and the reason or reasons why corrective maintenance was not provided;
- 6.8.2 Where any item of equipment is not maintained as per agreed Annexure B, deduct from the payment due to the Contractor by the Department the pro rata amount for each day in the year that each item of equipment was not maintained per schedule, provided that the Contractor was not prevented from performing corrective maintenance due to any circumstances arising in terms of Clause 6.12.7. The formula to be used shall be the total annual payment for the equipment divided by 365, times the number of days above three that the equipment is not functional. (i.e. total payment ÷ 365 x days)

#### 6.9 CONTRACTOR'S WARRANTY: REPLACEMENTS AND REMOVALS

- 6.9.1 The Contractor warrants that replacement parts which he manufactures, or any which is supplied by him in the course of any maintenance service or repair or any other work, shall be free from defects in material or workmanship for a period of twelve (12) months of normal usage as from the date of installation thereof, except where a manufacturer underwrites a different warranty which is accepted in writing by the Department.
- 6.9.2 All manufacturer-recommended spare parts required for maintenance and service shall be stocked by the Contractor during the validity of this agreement.
- 6.9.3 Should any components require urgent replacement the Contractor shall inform the Authorised Representative and submit a quotation (as per Annexure F rates table) for carrying out the necessary repair work, which shall specify the repairs required and price in respect of each item of equipment separately.
- 6.9.4 Should the Contractor not be able to carry out the repair work, he shall advise the Authorised Representative immediately in writing.
- 6.9.5 All worn and unserviceable parts replaced shall be handed to the Authorised Representative, unless replaced on an exchange basis.
- 6.9.6 The Contractor may not without the consent of the Authorised Representative, remove any part or component from the premises.
- 6.9.7 Any item removed from the premises or delivered to the Contractor, shall become the responsibility of the Contractor and if lost or damaged shall be immediately replaced or repaired by the Contractor, without any cost to the Department.
- 6.9.8 The Department shall not be precluded from purchasing and fitting parts from any other supplier, provided that the Contractor shall not be required to fit such parts, nor shall the Contractor carry any liability arising from such fitting and/or usage of such parts, unless mutually agreed to in writing.

#### 6.10 INFECTION CONTROL POLICY

The Contractor shall ensure that:

- 6.10.1 All relevant departmental staff are trained and familiar with the departmental and maintenance service provider infection control measures to prevent cross infection between patients.

- 6.10.2 Should there be any changes or amendments, further training will be conducted.
- 6.10.3 The Contractor and Department's representative/s inspect and action any non-compliance to the Infection Control Policy and procedures.

#### 6.11 SERVICE METHODOLOGY

- 6.11.1 A scheduled work order (WO) must be generated by the DoH CEMIS or "Pink Req" or approved manual request form in absence thereof and the Contractor shall be informed of the service to be done.
- 6.11.2 In the event of the DoH CEMIS not generating the WO the Contractor shall advise the Department on the service to ensure continuation of the preventative maintenance services.
- 6.11.3 On completion of the preventative maintenance service or inspection or any other work, the Contractor shall complete a Work Order Report, as contained in Schedule 3, as well as a detailed job card signed by the Department's Authorised representative.
- 6.11.4 The Contractor shall ensure that no equipment or part thereof is removed from the premises without the completion of a Goods Returned Note (GRN). See Annexure E and will take full responsibility for the asset once he has signed the GRN.
- 6.11.5 The Contractor must indicate the expected time of return on the GRN.

#### 6.12 GENERAL OBLIGATIONS

- 6.12.1 The Contractor shall be liable for timeously performing its obligations in terms of this Agreement irrespective of any labour unrest experienced of the Contractor, its suppliers, employees, agents, or any other person providing services to the Contractor.
- 6.12.2 All work shall be done on the Department's premises where the equipment is kept unless a GRN is completed by the authorised representative.
- 6.12.3 In the event that the Contractor cannot locate the equipment to be service / repaired at the relevant Provincial Health Institution, the Contractor shall immediately report such an event to the Clinical Engineering Manager (Facilities Manager) and/or the Head of the relevant Health Institution.
- 6.12.4 The Contractor shall report to the Clinical Engineering Manager prior to the start of any work and shall ensure that a signature of completion is received from the Clinical Engineering Manager on completion of the work.
- 6.12.5 The Contractor shall ensure that all equipment used in the provision of any maintenance and service complies with all relevant legislation and regulations, including being safe and within the equipment manufacturer's specification and test date.
- 6.12.6 The Contractor shall ensure that any equipment that does not comply to IEC 601-1 and ISO 9000 is not used by any person.
- 6.12.7 The Contractor shall train technicians to be identified by the Head of the Institution to perform front line repairs and shall issue official certificates to these technicians once they are competent to perform the repairs when requested by the department.

### 7 DEPARTMENT'S OBLIGATIONS

- 7.1 The Department shall take care of the day-to-day maintenance of the equipment, in accordance with the instructions contained in the operator's manual provided by the manufacturer.
- 7.2 The Head of the Clinical Engineering / or authorised representative shall timeously notify the Contractor when corrective maintenance / repairs is required for equipment as per rates table Annexure F.
- 7.3 The Department undertakes to make the equipment available for maintenance and service as per agreed Annexure B during normal working hours when reasonably possible, however, where this is not possible the Department by mutual agreement undertakes to make the equipment available after normal working hours.

## **8 INSPECTIONS AND RECTIFYING OF DEFECTS**

- 8.1 The Department or its authorised representative has the right in its sole discretion to:
  - 8.1.1 Conduct announced or unannounced inspections to investigate the nature, quality and quantity or the services provided by the Contractor and all finances related to the provision of the services.
  - 8.1.2 Conduct inspections at the Contractor's facilities to determine whether the Contractor has sufficient facilities to be able to carry out its obligations in terms of this Agreement.
- 8.2 In the event it comes to the attention of the Head of the Provincial Health Institution that the Contractor has failed, in terms of clause 6.7, to maintain up-to-date service records for each item of equipment, he or she shall notify the Contractor in writing of such failure to maintain the required service records and specify the period of time in which such defect must be remedied.

## **9 PAYMENT**

- 9.1 The Department shall pay to the Contractor for the general maintenance of the equipment as agreed in Annexure B Schedule 1 for the duration of the agreement and the quoted amounts for corrective repairs quoted per job performed.
  - 9.1.1 The amounts quoted will be in accordance with the rates (Annexure F) set out in rates table to this agreement.
  - 9.1.2 Subject to three (3) months prior written application therefor, the service charges and rates in Schedule 1 to this Agreement may be adjusted (See WC contract 10.1 – sets out formula used to calculate adjustments.)
- 9.2 The Department shall make payment within thirty (30) days of receipt and approval of each monthly written report and invoice submitted by the Contractor.
- 9.3 The Department shall not be responsible for payment for any statutory increases in tariffs or imports or any fluctuation in the foreign exchange rate for any item required for the Contractor to carry out its obligations in terms of this Agreement.
- 9.4 The Department shall be entitled to take any action which is reasonably necessary to ensure that required services under this agreement are delivered and that funds are expended in terms of this agreement.

## **10 BREACH AND TERMINATION**

- 10.1 This contract shall remain in force unless terminated in terms hereof or as a result of any law.
- 10.2 A party shall be deemed to be in breach of this agreement where the party fails to meet any term of this agreement or render any service required in terms of this agreement.
  - 10.2.1 The Department shall be entitled to take any action – including outsourcing of relevant clinical service / intervention being prohibited due to non-compliance of the required services under this agreement not delivered by the contractor.
- 10.3 The aggrieved party shall promptly advise the other party in writing of any breach of this agreement and the breaching party shall have 14 (fourteen) days from the date of the written notice of breach to rectify any breach for which it has received notification. During this breach grace period the contractor need to ensure the service in question is sustained until final agreement is reached between parties.
- 10.4 In the event of a party failing to rectify any breach of this agreement in terms of clause 10.3, the non-breaching party may terminate this agreement with immediate effect.
- 10.5 This Agreement may be terminated by either party on 90 (ninety) days written notice to the other party.
- 10.5 In the event of either party terminating this agreement, the non-terminating party shall render all services specified in terms of this agreement until the termination date, except where the Department provides written notification that no further services shall be rendered in terms of this Agreement.
- 10.6 In the event of a dispute about the failure of the Contractor to perform its obligations and related liability in terms of this clause, such dispute shall be submitted to arbitration in terms of clause 15.
- 10.7 In the event it comes to the attention of the Head of the Provincial Health Institution or his or her designee that the Contractor has failed to submit monthly written reports required in terms of clause 6.8, he or she shall notify the Contractor in writing of such failure to submit the required monthly written reports and specify the period of time in which such defect must be remedied.
- 10.8 The Department may with immediate effect withhold any funds due and / or make set offs in the event of the Department determining that:
  - 10.8.1 The Contractor has failed timeously to submit any written report required in terms of this agreement;
  - 10.8.2 Any written report submitted by the Contractor in terms of clause 6.6, is inaccurate, misleading, or demonstrates insufficient activity or an inability to realize its obligations in terms of this agreement;
  - 10.8.3 The Contractor has failed to respond timeously to Departmental written requests to maintain or repair equipment or
  - 10.8.4 The Contractor is not delivering services as required in terms of this agreement.
  - 10.8.5 During an incident of malicious damage by the contractor for which the Contractor will be held liable, no maintenance will commence as no monthly payment will be done until the contractor has repaired his malicious damage.
- 10.9 In the event it comes to the attention of the Head of the Provincial Health Institution that the Contractor has failed to provide general or corrective maintenance for equipment, he or she shall notify the Contractor in writing of such failure to maintain equipment and specify the period of time in which such defect must be remedied.



**11 INSOLVENCY**

In the event of the Contractor instituting insolvency proceedings or has insolvency proceedings involuntarily instituted against it, this agreement shall immediately terminate.

**12 CESSION, DELEGATION OR ASSIGNMENT**

- 12.1 The Contractor may not, without the prior written consent of the Department, cede, delegate or assign any of its rights or obligations in terms of this agreement.
- 12.2 The Contractor shall not be relieved or excused of any responsibility, liability or obligation in terms of this agreement by the appointment of any third party. The Contractor shall remain liable to the Department for the pricing, performance, acts, defaults, omissions, breaches and negligence of all third parties engaged by the Contractor. All references in this agreement to any act, default, omission, breach or negligence of the Contractor shall be construed accordingly to include any such act, default, omission, breach or negligence of any such third party.

**13 INDEMNITY AND INSURANCE**

- 13.1 The Contractor hereby indemnifies and holds the Department harmless against any claim of whatever nature and however arising out of the willful or negligent action or omission of the Contractor and its employees.
- 13.2 In the event any legal action, based on the willful or negligent action or omission of either party is brought against the other party, the successful party shall be entitled to recover from the other party legal fees and disbursements on attorney-client scale.
- 13.3 The Contractor undertakes to take out any necessary insurance which may be required for the fulfilling of its obligations in terms of this agreement.

**14 DISPUTE RESOLUTION**

- 14.1 In the event that there is a dispute in terms of this agreement, the aggrieved party will notify the other party in writing within 14 (fourteen) days of the nature and cause of the dispute. During this breach grace period or arbitration the contractor need to ensure the service in question is sustained until final agreement is reached between parties.
- 14.2 The party notified of the dispute shall have 21 (twenty one) days to rectify the cause of the dispute.
- 14.3 In the event the party notified of the dispute fails to rectify the cause of the dispute in terms of 14.2 hereof, the aggrieved party may refer the dispute to arbitration in terms of clause 15.
- 14.4 In the event the dispute concerns an amount claimed by the Department and the Contractor fails to rectify the dispute in terms of clause 14.2, the Department shall be entitled to deduct the disputed amount from the amount payable in terms of the invoice for the following billing period and the amount may then be referred to arbitration in terms of clause 15.
- 14.5 In the event the dispute relates to the non-payment of undisputed amounts, the Contractor reserves the right to utilise any lawful remedies to recover the amount due.
- 14.6 The provisions of this section shall not operate to prevent either party from seeking urgent

interim relief, pending arbitration, by way of interdict or other legal action.

**15 ARBITRATION**

15.1 In the event a dispute is referred to arbitration in terms of this agreement, such dispute shall be resolved in accordance with the rules of the Arbitration Act, 1965 (Act No. 42 of 1965) by:

15.1.1 An arbitrator or arbitrators agreed to by the parties; or

15.1.2 In the event of the parties failing to reach consensus on an arbitrator, the Chairperson of the Eastern Cape Law Society shall appoint the arbitrator to resolve such dispute.

15.2 The decision of the arbitrator shall be final and binding on the parties.

15.3 Costs of the arbitration shall be determined by the arbitrator.

**16 DOMICILIUM CITANDI ET EXECUTANDI**

16.1 Any notice in terms of this agreement shall be delivered to the physical addresses of the parties, or shall be sent by registered post to the postal addresses of the parties. Any notice shall be deemed to have been received by the party to whom it is addressed or delivered when receipt thereof is acknowledged by means of a signed delivery note.

16.2 The Department chooses for the purposes of this agreement its domicilium citandi et executandi as follows:

Street Address: Eastern Cape Department of Health  
Dukumbana Building  
Bisho

5612

Postal Address: Eastern Cape Department of Health  
Private Bag X0038  
Bisho  
5605

- 16.3 The Contractor chooses for the purposes of this agreement its domicilium citandi et executandi as follows:

Street Address:

Postal Address:

**17 JURISDICTION**

The parties consent to the jurisdiction of the Bisho High Court of South Africa situated in the Province.

**18 COSTS**

Each party shall bear its own costs in the negotiating, preparation and finalization of this agreement.

**19 GENERAL**

- 19.1 This agreement replaces any previous written or verbal agreement or contracts entered into by the Department or the Contractor.
- 19.2 This agreement constitutes the entire contract between the parties in relation to its subject matter and shall be altered or varied only in writing and signed by the authorized representatives of the Parties and no party may be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.
- 19.3 No alteration of, variation of, or amendment to this agreement shall be of any force and effect unless it is reduced to writing and signed by the authorized representatives of each party. .
- 19.4 No indulgence or leniency which either party may grant or shows the other shall in any way prejudice or preclude the granting party from exercising any of its rights in the future.
- 19.5 If any provision of this agreement is deemed invalid or illegal, such provision is to be construed narrowly and shall not affect any other provision or provisions in the agreement.
- 19.6 It is emphasized that it is the responsibility of the contractor to submit his invoices timeously on a monthly basis to ensure payments are affected by the department of health Eastern Cape.
- 19.7 It must be clearly understood that the department is under no obligation to utilize the complete committed amount with the order number issued. The department will utilize the available amount in a piecemeal manner as and when the repair / maintenance program demands within the institution.

SERVICE AND MAINTENANCE AGREEMENT  
between  
**EASTERN CAPE DEPARTMENT OF HEALTH**  
and

(Company Name) \_\_\_\_\_

TO PROVIDE A MANAGED AND COMPREHENSIVE SERVICE OF ALL EQUIPMENT FOR A PERIOD OF  
\_\_\_\_\_.

SIGNED at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
EASTERN CAPE DEPARTMENT OF HEALTH

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
CONTRACTOR

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

Please ensure that all Annexures or Schedules comply to the contents of this agreement.

**Schedule 1**

See Annexure A – ACSV model Catalogue

See Annexure B - Agreed PM schedule

**Schedule 2**

See Annexure C – Check lists per catalogue item

**Schedule 3**

See Annexure D – Template WO

See Annexure E - GRN

See Annexure F - Rates table

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY:		
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

## Schedule 8 Service Level Agreement

(Company Name) RATES APPLICABLE TO SLA								
<p><b>NB:</b> Operator errors and malicious damage is substantiated by CEO / District manager / hospital manager by means of a sign job card. A separate quotation with the relevant job card for the callout / repair of the malicious damage must be quoted to the relevant hospital. This quotation must also include corrective measures suggested by the service vendor to minimize reoccurrence of the event. This process must be completed at the time of the incident. An order number must be acquired from the institution based on the same rates tables as in Note 2 below.</p> <p><b>Note 1:</b> All repairs are done with the attached catalogue listed ASCV's (Accredited Certified Service Vendors). All quotations after the repair is supported by validated receipt of cost price on spares + Markup % agreed in rates table, Labour rates in rates table, accommodation rates and travel time rates. The relevant ASCV needs to submit a quotation to the institution to get non-functional units up to a baseline for the PM costing to be relevant. This quotation will be based on the rate table for the repairs and forthwith maintained according to the PM table.</p> <p><b>Note 2 (for schedule 1):</b> This table would reflect the agreed equipment between the CEO / District manager / hospital manager according to the institutional budget. The CEO / District manager / hospital manager of the institution will sign this table indicating agreement on the amounts and equipment covered under the SLA catalogue. This will enable service vendors to provide a service schedule to the hospital managers.</p>								
Type equipment labour rates (please add class if not listed & delete what is not applicable)	NORMAL HOURS RATE	AFTER HOURS RATE	SUNDAY TIME HOURLY RATE	Travel Time Hourly Rate	Travel cost / km	Accommodation rate	Markup % on cost of spares	
X-ray general								
X-ray mobile								
X-ray Screening								
X-ray CT								
MRI								
Nuclear medicine								
Cardiovascular x-ray								

**NB:** Operator errors and malicious damage is substantiated by CEO / District manager / hospital manager by means of a sign job card. A separate quotation with the relevant job card for the callout / repair of the malicious damage must be quoted to the relevant hospital. This quotation must also include corrective measures suggested by the service vendor to minimize reoccurrence of the event. This process must be completed at the time of the incident. An order number must be acquired from the institution based on the same rates tables as in Note 2 below.

**Note 1:** All repairs are done with the attached catalogue listed ACSV's (Accredited Certified Service Vendors). All quotations after the repair is supported by validated receipt of cost price on spares + Markup % agreed in rates table, Labour rates in rates table, accommodation rates and travel time rates. The relevant ASCV needs to submit a quotation to the institution to get non-functional units up to a baseline for the PM costing to be relevant. This quotation will be based on the rate table for the repairs and forthwith maintained according to the PM table.

**Note 2 (for schedule 1):** This table would reflect the agreed equipment between the CEO / District manager / hospital manager according to the institutional budget. The CEO / District manager / hospital manager of the institution will sign this table indicating agreement on the amounts and equipment covered under the SLA catalogue. This will enable service vendors to provide a service schedule to the hospital managers.

Type equipment labour rates (please add class if not listed & delete what is not applicable)	NORMAL HOURS RATE	AFTER HOURS RATE	SUNDAY TIME HOURLY RATE	Travel Time Hourly Rate	Travel cost / km	Accommodation rate	Markup % on cost of spares
Monitoring systems							
Cardiovascular heamo							
Ventilators							
Monitoring systems							
Incubators							
Infant warmers							

Micro blenders										
Beds										
Tel Number to be used for service calls: (provided by the Vendor)	(Port Elizabeth region)	Phone:		Fax:		Email:				
	(East London region)									
	(Umtata region)									



Schedule 8 Service Level Agreement															
(Company Name) catalogue, EOL data & costing of PM's (Preventative Maintenance including spares for the PM) per model of equipment with accredited validation															
Facility	Equipment	UMDNS Number	UMDNS description	Model	Equipment current estimated replacement value	Age of current model (Years)	Equipment support period lead time left (Years)	Service interval (Months) per Annum	Labour / Service hours	Labour Rate / Hour as per SLA class rates	Total PM Labour / Annum	Cost of spares required for OEM per service	Total PM cost incl labour and spares for PM / annum	VAT	Total PM cost incl labour and spares for PM / annum (excl transport & accommodation) including VAT
Variatus hospitals	Ventilator	26390	Ventilator, Transport	EXAMPLE 1	R 250 000.00				2.00	R 2.50	R 5.00	R 1 000.00	R 1 005.00	14 %	R 145.70
	Infant Warmer	18857	Incubator/Radiant Warming								R 0.00		R 0.00	14 %	R -
	Ventilator	18098	Ventilator, Transport								R 0.00		R 0.00	14 %	R -
	Incubator	17432	Incubators, Infant, Mobile								R 0.00		R 0.00	14 %	R -
	Ventilator	16446	Heliox/air Ventilator								R 0.00		R 0.00	14 %	R -

	Oscillator	1547 7	Oscillatory Ventilator,							R 0.00	14 %	R -	
	Ventilator	1436 1	Ventilator, Critical care							R 0.00	14 %	R -	
	Ventilator	1436 1	Neonatal, Pediatric							R 0.00	14 %	R -	
	Transport incubator	1211 4	Incubators, infant, transport							R 0.00	14 %	R -	

Schedule 8 Service Level Agreement			SERVICE INCLUDING PARTS	
Model Number Service				
Part number	Description	Price		
Total		R 0.00		
VAT		R 0.00		
Total		R 0.00		
Model Number Service				
Part number	Description	Price		
Total		R 0.00		
VAT		R 0.00		
Total		R 0.00		

Schedule 8 Service Level Agreement			EQUIPMENT PARTS	
Model Number				
Part number	Description	Price		
			Total	R 0.00
			VAT	R 0.00
			Total	R 0.00
Model Number				
Part number	Description	Price		
			Total	R 0.00
			VAT	R 0.00
			Total	R 0.00
Model Number				
Part number	Description	Price		
			Total	R 0.00
			VAT	R 0.00
			Total	R 0.00



**SCHEDULE 2**

**PM Checklist as per manufacturer Specification**

Equipment	Manufacturer	Model	Class Check	Model specific test	Inspection checks	Intervals - Mths
Ventilator		Example	Service Kit	Battery Tray	Replace battery	12 months
				Front Panel	Replace coin battery,	12 months
				Inspiratory hold solenoid	Replace umbrella	12 months
					check valve & spring	12 months
				O2 cell	Replace o2 cell	12 months
					Replace ambient air inlet strip,	12 months
					Fan filter retaining washer &	12 months
					duck bullet valve	12 months
			User Tests	Verification tests & checks	Lamp test	12 months
					Switch test	12 months
					Alarm test	12 months
					Filter test	12 months
					Leak test, FIO2 Test	12 months
					Transducer test	12 months

[illegible]

[illegible]







Annexure E – GRN

	SIGNATURE	DATE
REVIEWED BY:		
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		

TO: AAN:		FROM: VAN:	3600
GOODS RETURNED / EMPTY RETURNS ADVISE NOTE KENNISGEWING VAN GOEDERE / LEE HOUERS TERUGGESTUUR			
Delivery Note No. Afwerringsbonnr Nr	Invoice No. Faktuur Nr.:	Order No. Bestel Nr.:	
Quantity: Hoeveelheid:	Description Of Goods Beskrywing Van Goedere	Code No Kode Nr:	
Reasons For Return: Rede Vir Terugsending:			

Received The Above Mentioned Goods In Good Order And Condition Bevestigende Goedere In Goet Oorde En Toestand Ontvang	CORAL PRINT CC TEL: 04231 743 150/3 Jn23244 KR
Signature Of Supplier / Representative: Handtekening Van Leweransier / Verteenwoordiger:	
Signature Of Officer Authorising Return: Handtekening Van Amptenaar Verantwoordelik Vir Terugsending:	
Date/Datum:	20
To Be Handled To Supplier's Representative (receiver) Or Dispatched By Post To Supplier With Rail Note. Oorhandig Aan Verteenwoordiger Van Leweransier (ontvanger) Of Pos Aan Leweransier. Tesame Met Afskrif Van Vragbrief	

	SIGNATURE	DATE
COMPILED BY SCM:		20/11/20
REVIEWED BY END USER:		20/11/2019
APPROVED BY BSC COMMITTEE (CHAIRPERSON)		20/11/19