PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**SCMU3-25/26-0071-NMA**	CLOSING DATE:	**30 March 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	REQUEST FOR SUPPLY, DELIVERY, INSTALL, COMMISSIONING AND MAINTENANCE OF HOLMIUM LASER SYSTEM FOR NELSON MANDELA ACADEMIC HOSPITAL (ONCE OFF)				

BID RESPONSE DOCUMENTS MUST BE SUBMTIED ON E-TENDER PORTAL

Bid to be submitted through e-tender portal on the Treasury Website

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Ms Nobuntu Mfenguza**	CONTACT PERSON	**Mr Mzuyanda Mbangatha**
TELEPHONE NUMBER	**047 502 4518**	TELEPHONE NUMBER	**060 960 0945**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**nobuntu.mfenguza@echealth.gov.za**	E-MAIL ADDRESS	**mzuyanda.mbangatha@echealth.gov.za**

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

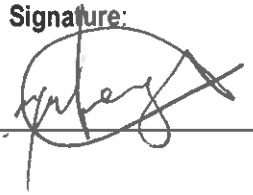
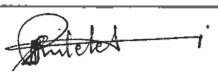
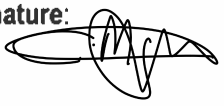
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

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

DATE: .....

SCMU3-25/26-0071-NMA: REQUEST FOR SUPPLY, DELIVERY, INSTALL, COMMISSIONING AND MAINTENANCE OF HOLMIUM LASER SYSTEM FOR NELSON MANDELA ACADEMIC HOSPITAL (ONCE OFF)

Drafted By:	**Date:**	**Name: Mr M. Mbangatha**	**Signature:** 
Reviewed By: SM Demand Management	**Date:** 17/02/2026	**Name: Mr P. Mtheleli**	**Signature:** 
Approved By: Chairperson BSC	**Date:**	**Name: Mr G. Tshaka**	**Signature:**
Advert Approved By: GM: SCM	**Date:**	**Name: Mrs C. Mgijima**	**Signature:** 

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LIST OF ABBREVIATIONS:

AC	Alternating Current
ACCE	American College of Clinical Engineering
BEE	Black Economic Empowerment
CE/EC	European Certification
CET	Clinical Engineering Technician
CM	Corrective Maintenance
CMMS	Computerised Maintenance Management System
CPI	Consumer Price Index
CT	Computed Tomography
DC	Direct Current
EC	Eastern Cape
ECDOH	Eastern Cape Department of Health
ECRI	formerly known as "Emergency Care Research Institute"
EOL	End of Life
EU	European Union
FDA	Food and Drug Administration
GCC	General Conditions of Contract
HDI	Historically Disadvantaged Individuals
Hrs.	Hours
HT	Health Technology
IEC	International Electro-technical Commission
IPM	Inspection Preventive Maintenance
ISO	International Standards Organisation
MRI	Magnetic Resonance Imaging
NHI	National Health Insurance
OEM	Original Equipment Manufacturer
OD	Organizational Development
OHS	Occupational Health and Safety
PM	Preventive Maintenance
PPFA	Preferential Procurement Policy Framework Act
QA	Quality Assurance
ROE	Rate of Exchange
SABS	South African Bureau of Standards
SANS	South African National Standards
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SMME	Small Medium and Micro Enterprises
WHO	World Health Organization
Yrs.	Years
ZAR	South African Rand

PART A: BID NOTICE:

Bid Notice No: SCMU3-25/26-0071-NMA

EASTERN CAPE DEPARTMENT OF HEALTH

NELSON MANDELA ACADEMIC HOSPITAL

Notice: THE DEPARTMENT INTENDS TO ENGAGE SUITABLY QUALIFIED SUPPLIERS FOR THE SUPPLY, DELIVERY, COMMISSIONING AND MAINTENANCE OF HOLMIUM LASER SYSTEM FOR NELSON MANDELA ACADEMIC HOSPITAL (ONCE OFF)

1. The Eastern Cape Department of Health has pursued the services of qualified service provider and or contractor to supply, maintain and support of Holmium laser system for Nelson Mandela Academic Hospital.
2. The bid will be awarded to one service provider / company.
3. A complete set of Bidding Documents written in English may be downloaded off the ECHEALTH Website and downloaded at no cost off ECDOH Website https://www.echealth.gov.za/index.php/tenders/tender and e-tender portal.
4. Bidders have the option to form consortia or joint venture (JV) between companies. Such consortia (joint ventures) will be limited to two (2) companies only. In case of a consortium the Bidders have to define clearly the responsibility of the consortium partners and state the lead partner of the consortium.
5. Bids must be delivered through the e-tender portal on www.treasury .org.za on or before 11.00 hours (local time) on 30 March 2026. No physical documents will be accepted.

Bidders must upload the documents on the following containers

- Completed and Signed Bid Document with its forms
- Mandatory requirements supporting documents
- Functionality Evaluation supporting documents
- Technical Specification requirements supporting documents
- Completed and signed pricing schedule (Annexure 1, 2 & 3) where applicable.

6. A compulsory bid briefing meeting will NOT be held.
7. The prospective Bidder shall bear all costs associated with the preparation and submission of this bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

PART B: INSTRUCIONS TO BIDDERS

1. BACKGROUND

1.1 The Eastern Cape Department of Health has pursued the services of qualified service providers and or contractors for the supply, delivery, commissioning and maintenance of **Holmium laser system** for Nelson Mandela Academic Hospital

1.2 The objective of this programme is to establish the required contracts for supply, commissioning and maintenance of health technology and equipment, thus contributing to an improved delivery of health services to the population. The programme purpose is to strengthen quality of health services in public health facility in the province.

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating from there shall be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are Supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail as recorded by Clause 2 in the General Conditions of Contract.

2.2 The bid and all contracts emanating there from shall be governed within boundaries of South African laws.

3. SCOPE OF SERVICES

3.1 The services through the Service Providers/Contractor shall cover supply, delivery, commissioning and maintenance of **holmium laser system**. In addition to these services, the Service Provider/Contractor will be responsible for the supply of spare parts, as required.

4. COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Management Division will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. CONTENTS OF BIDDING DOCUMENTS

5.1 The Equipment and Services required, bidding procedures and Contract terms are prescribed in the Tender Documents. The Tender Documents include:

- ☐ Part A: Bid Notice
- ☐ Part B: Instructions to Bidders

☐ Part C: Invitation Letter (Bid strategy)

☐ Part D: Special Conditions of the Contract

☐ Part E: Commissioning Service Obligations

☐ Part F: Maintenance Service Obligations

☐ Part G: Returnable Forms

- Form No.1: Authorisation to Sign
- Form No.2: Authorisation Declaration
- Form No.3: Summary Form of Offer
- Form No.4: Bidder's Disclosure (SBD 4)
- Form No.5: Personnel Strength Assessment Form
- Form No.6: Joint Venture Disclosure Form
- Form No.7: Preference Points Claim Form (SBD 6.1)
- Form No.8: Contractual Agreement

☐ Part H: Returnable Schedules

- Schedule A: Functionality Evaluation Criteria
- Schedule B: Contractor Response Times
- Schedule C: Proposed Fees for Personnel
- Schedule D: Equipment Specifications
- Schedule E: Pricing Schedules

5.2 All Bidders are required to submit these documents, duly filled in ink. The Bidders MUST not change the presentation and format of these documents in either form. **Bidders are to print this document for every bid they are partaking in and attach all documentation required for each.**

5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a bid not substantially responsive to the Tender Documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.

5.4 The detailed scope of services for the Contractor is described under Part E, F, G, and H which will be an integral part of the Contract.

6. CLARIFICATION OF DOCUMENTS

6.1 Any Bidder requiring any clarification of the Tender Document may notify the Purchaser in writing at the mailing address as indicated in the Notice. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

7. AMENDMENT OF TENDER DOCUMENTS

7.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by amendment.

7.2 The amendment shall be notified in writing or fax to all Bidders who have attended the compulsory briefing session and who have received the tender documents. The amendment shall take precedence and shall be binding.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids.

8. LANGUAGE OF BIDS, UNITS OF MEASUREMENT

8.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by accurate translation of its pertinent passages. For purposes of interpretation of the bid, the English translation shall govern in such case.

8.2 The units of measurement of the international metric system should apply and be used in the bids.

9. DOCUMENTS COMPRISING THE BID

9.1 The bid prepared and submitted by the Bidder must comprise all the documents listed under Clause 5.1 and including all required supporting information and evidence.

10. BID FORMS

10.1 The Bidder must complete and sign the Bid Forms furnished in the Tender Documents. Failure to sign the bid forms will invalidate the bid.

11. CONSORTIUMS AND JOINT VENTURES

11.1 In response to this invitation to bid, bidders are permitted to form Consortiums/Joint Ventures. Bidders bidding as JV/Consortium must complete in full and sign the returnable Joint Venture Disclosure form (Part G – Form No.8).

11.2 The Consortium must submit a "Letter of Intent" to enter into a Joint Venture and/or a Joint Venture agreement signed by all Consortium/JV partners.

11.3 The agreement shall be legally binding on all consortium members and must clearly stipulate the contract terms and conditions.

11.4 The Consortium/Joint Venture shall nominate and appoint a member authorized to be the lead partner and this authorization shall be included in the agreement entered into between the consortium members;

11.5 The Consortium/Joint Venture shall appoint lead member who shall be the only authorized party to make legal statements, communicate with the Employer and/or any duly appointed representative, and receive instructions for and on behalf of any and all the members of the consortium;

11.6 The letter of intent and/or copy of the agreement entered into by the consortium members shall be submitted with the bid. Failure to submit the agreement shall disqualify the bid.

12. PERIOD OF VALIDITY

12.1 Bid must be valid for the period of at least hundred and twenty (120) days from the date of closing of the Bid. Bid validity for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax. A Bidder granting the request will not be required nor permitted to modify his Bid.

13. RESPONSE FIELDS

13.1 Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.

13.2 In the event that any returnable form or certificate provided in Part G of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

13.3 Non-compliance with this condition may invalidate the bid for the item(s) concerned.

14. SEALING AND MARKING OF BIDS

14.1 The Bidder shall seal the original in an envelope, duly marking the envelopes as "ORIGINAL". The envelope shall then be sealed in an outer envelope.

14.2 The inner and outer envelope shall:

a) Be addressed to the Purchaser at the address given in the Invitation for Bid; and

b) Bear the Project Name and Bid Number – indicated in the Invitation for Bid, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Invitation for Bid.

14.3 The inner envelopes shall also indicate the Name and Address of the Bidder to enable the bid to be returned unopened in case it is declared "late." If the outer envelope is not sealed and marked as required by Clause 14.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

15. SUBMISSION OF BIDS

All bids must be received before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.

Guide: How to submit a response to the E-tender Portal

1. (https://www.etenders.gov.za/)
2. Click "Login"
3. Select "Supplier Login"
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click "+" on any tender opportunity you wish to apply for.
8. Click on "Start eSubmission Process"
9. Select Supplier
10. Click "Start response"
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.

If you experience difficulties on eSubmission please contact:

021 406 9229 /012 406 9222 or email etenders@treasury.gov.za

16. DEADLINE FOR SUBMISSION OF BIDS

16.1 Bids must be received by the Purchaser at the Address and date/time specified in the Invitation to Bid.

16.2 The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Bidders previously subjected to the deadline will thereafter be subject to the deadline as extended.

17. LATE BIDS

17.1 Any Bid received by the Purchaser after the prescribed deadline submission date and time, at the address indicated in the bid notice, will be rejected and returned unopened to the Bidder.

18. COUNTER CONDITIONS

18.1 Amendments to any of the Bid Conditions or setting of counter conditions by Bidders shall invalidate the bid rendering it non-responsive and therefore may be disqualified.

19. FRONTING

19.1 The Purchaser supports broad based black empowerment and recognizes that true empowerment can be achieved through individuals and businesses conducting themselves in line with the country's Constitution and in an honest fair, equitable, transparent, and legal manner. Against this background, the Purchaser condemns any form of fronting.

19.2 The Purchaser, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be

19.3 On the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Purchaser may have against the bidder/contractor concerned.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 The Bidder may modify or withdraw his/her Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.

20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 14 of the Instructions to Bidders. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of Bids.

20.3 No Bid may be modified subsequent to the deadline for submission of Bids.

20.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in this bid.

21. OPENING OF BIDS BY PURCHASER

21.1 The Purchaser will open bids, in the presence of Bidder's representatives who choose to attend as witnesses, at the time, on the date, and at the place specified in the Instructions to Bidders. The Bidder's representatives who are present shall sign a register, evidencing their attendance.

21.2 The Purchaser will prepare a record of the Bid opening.

22. CLARIFICATION OF BIDS

22.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at his discretion, ask the Bidder for a clarification of his bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

23. PRELIMINARY EXAMINATION

23.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying/adding the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be

rejected. If there is a discrepancy between words and figures the amount in words will prevail.

23.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

23.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Tender Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations and offers all equipment items. Deviations from or objections or reservations to critical provisions will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without remedy to extrinsic evidence.

23.5 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

24. EVALUATION CRITERIA

24.1 Stage 1: Administrative Requirements

24.1.1 Bidder(s) responses will be evaluated based on the mandatory requirements indicated hereunder. This phase is not scored points and bidders who fail to comply with one or more of the mandatory requirements below will be disqualified.

☐ **Central Supplier Database**

A proof of registration to CSD must be provided with an updated compliant tax status. For Bidders bidding as a Consortia / Joint Ventures / Sub-contractors, each party in the JV must submit a separate CSD.

☐ **B-BBEE Status Level Verification Certificate(s)**

Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point. For Bidders bidding as a Consortia / Joint Ventures / Sub-contractors, consolidated BEE certificate for the JV must be submitted certified copies of B-BBEE Verification Certificates. Failure to submit BEE certification

will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

☐ **Consortia / Joint Venture Agreement (where applicable)**

Bidders bidding as a Consortia / Joint Ventures with a Sub-contractor must submit a "Letter of Intent" and or "Joint Venture agreement" signed by all JV partners with the bid. The JV partners must complete and sign the Joint Venture Disclosure Form (Part G – Form No.8).

☐ **Bidder's Disclosure (SBD 4)**

Bidders must complete in full and duly sign returnable forms for **Bidder's** Disclosure (Part G - Form No.4) and submit with the bid.

☐ **Summary Form of Offer**

Bidders must complete in full and duly sign the bid form of offer (Part G – Form No.3) using ink. An incomplete form of offer with missing fields shall make the bid non-responsive and shall lead to disqualification.

☐ **Reference Manufacturer Documents**

Bidders must submit with the bid colour Product Brochures and Specifications demonstrating fully both the functional and technical attributes for the technology/equipment offered. Bids and responses that cannot be referenced to true manufacturer documents during evaluations will be interpreted as non-responsive and may be disqualified.

Note: All supporting reference documents submitted with the bid must be true manufacturer documents showing name, original logo, and physical address of the manufacturer. Questionable self-created and or other typed documents will not be accepted and may lead to disqualification.

☐ **Equipment Specifications**

Bidders must respond in full and duly sign the returnable equipment specifications and pricing schedules (Part H - Schedule D) using "ink", and submit together with the bid. Bidders must reference responses to specifications correctly using the manufacturer brochures and specifications submitted with the bid.

☐ **Pricing Schedules**

Bidders must complete in full, initial and duly sign the returnable pricing schedules (Part H - Schedule E) using "ink", and submit together with the bid. Failure to complete all fields in the pricing schedules may lead to bid disqualification.

☐ **Authorization Letter from the Original Equipment Manufacturer or Distributor**

Where the bidder is not the OEM, bidders must submit an appointment letter from the OEM authorizing the bidder to supply the equipment and services in RSA and/or the Eastern Cape region.

☐ **Compulsory Briefing Session**

Bidders must attend the compulsory briefing session and complete the attendance register.

24.2 Stage 2: Functionality Evaluation

24.2.1 The functionality evaluation will be conducted in terms of the evaluative dimensions set-out hereunder and criteria detailed in Part H – Schedule A; where bidders must score a minimum threshold of Seventy (70) out of Ninety (90) points to qualify for stage 3 (Price and BEE) evaluation. Bidders who fail to meet the minimum threshold will be disqualified.

☐ **Technical Specifications (Ts)**

The composition of the technical specifications includes the equipment specification and the related equipment pricing schedule. All equipment being tendered for must comply with specification requirements, failure to comply with any of the conditions set out in returnable Equipment Specifications (Part H – Schedule D) and Pricing Schedules (Part H – Schedule E) will result in bid disqualification. Please note that where the specification calls for "certification", this certification must accompany the bid, failure to provide such certification will result in immediate disqualification.

☐ **Usability and Application (UA)**

The bidder must propose an Application Specialist for the equipment technology offered available to perform commissioning services. The returnable personnel strength assessment form (Part G – Form No.7) must be completed, duly signed and submitted with the bid. Personnel qualification certificate/s must be attached and submitted with the bid as proof. Personnel experience records or resumes and on the job proof of certification must be submitted together with minimum three (3) contactable references.

☐ **Maintainability and Serviceability (Ms)**

The bidder must propose a Clinical Engineer for the equipment technology offered available to perform commissioning and maintenance services. The returnable personnel strength assessment form (Part G – Form No.7) must be completed, duly signed and submitted with the bid. Qualification certificate/s must be attached and submitted with the bid as proof. Personnel experience records or resumes and certification must be submitted together with minimum (3) contactable references.

☐ **Accessibility and Service Support (As)**

The bidder must validate to the Purchaser accessibility of the services offered by submitting proof of address in reference to the Purchaser's health service region.

1) The total score for functionality points will be calculated using the following formula:
   a) Fs = Ts + UA + Ms + As, where:
   b) Fs: represents the total functionality score
   c) Ts: represents the points scored for compliance to specification
   d) UA: represents the points scored for usability and application
   e) Ms: represents the points scored for maintainability and serviceability
   f) As: represents accessible service support and manufacturer spare parts

24.3 Stage 3: Price and Specific goals Score Evaluation

24.3.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2011 (Act 5 of 2011), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The Bid Price: 80 (maximum 80 points)
- Specific goals status level of contributor: 20 (maximum 20 points)

24.3.2 The following formula will be used to calculate the points for price:

$$P = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps: Points scored for comparative price of bid under consideration

Pt.: Comparative price of bid under consideration

Pmin: Comparative price of lowest acceptable bid

SPECIFIC GOALS	Weighting (of 20 POINTS)	Number of points (80/20 system)
Historically Disadvantage Individuals - Black	20%	2
Historically Disadvantage Individuals - Women	20%	2
Youth	20%	2

Historically Disadvantage Individuals - Disability	20%	2
Military Veterans	10%	1
Locality – Eastern Cape	10%	1
TOTAL	100%	10

a) A bidder must submit proof of its Specific Goals.

b) A bidder who failed to submit proof of Specific Goals may not be disqualified but will only score price points out of 90 points and score 0 points out of 10 for Specific Goals.

c) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:

- CIPC Certificate (CK certificate or COR14.3 Certificate) and Share Certificate copies (In case a (Pty) Ltd Company), must be certified with original stamp within 3 months from closing date of bid/quote). These documents must also reflect the shareholding percentages (%) by each member or shareholder and CSD report reflecting the shareholding percentages (%) verified from CIPC.
- Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature).
- Municipal accounts or lease agreement or proof of address from local councilor.
- Letter from Department of Military Veterans confirming status.

d) The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

e) The bid will be awarded to the highest point scoring bidder.

24.3.3 The ECDOH may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

24.3.4 The points scored will be rounded off to the nearest 2 decimals.

24.3.5 The Purchaser reserves the right to negotiate further with preferred bidders who obtain better scores on functionality or on specifications items that are of high importance/significance and preferred by the Purchaser.

24.3.6 The Purchaser reserves the right to negotiate further with preferred bidders who offer better access and availability to offered equipment support services for the Province's health service regions.

24.3.7 The Purchaser reserves the right to negotiate further with preferred bidders where opportunity exists to standardize equipment and services.

24.3.8 The Purchaser reserves the right to negotiate further with preferred bidders where prices are above the targeted range by the Purchaser.

24.3.9 The Purchaser reserves the right to split-award contracts to more than one preferred bidder for the same equipment type or item.

24.3.10 The Purchaser reserves the right to split-award contracts per health service region or regions to more than one preferred bidder.

24.3.11 The following formula will be used for splitting award between two contractors:

Category	Difference between points	Recommended percentage split
A	Equal points	50/50
B	0,1 – 5%	70/30
C	5,1 – 10%	80/20

24.3.12 For Multiple award of the same items to various contractors (more than two), the award of items will be done in terms of mitigating risk and where value proposition will be derived for the offered products and be limited to a maximum of four contractors per item.

24.3.13 For multiple bidders bidding for the same item Make and/or Model, the item will only be awarded to the bidder scoring the highest number of points. The same item Make and or model will not be awarded to more than one bidder for the same line item.

24.3.14 All equipment that are grouped as a series in the specifications can be treated as a group series and can be evaluated and awarded as such for standardization.

24.3.15 Where two or more bidders have scored equal points including equal preference points for Specific Goals, the contract will be awarded to the bidder scoring the highest for functionality.

24.3.16 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

24.3.17 A contract may, on reasonable and justifiable clinical benefits, be awarded to a bid that did not score the highest number of points.

25 AUTHORISATION DECLARATION

25.1 Any bidder who is sourcing goods and services from a third party must complete the Authorisation Declaration (Part G – Form No.2) form in full for all relevant goods and or services, signed and submitted together with the bid documents at the closing date and time of the bid.

25.2 The Purchaser reserves the right to verify any information supplied by the bidder in the authorisation declaration and bid submission, should the information be found to be false or incorrect, the Purchaser will exercise any of the remedies available to it in the bid documents.

25.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement and or obligations between the bidder and the third party shall be binding to the ECDOH.

25.4 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such Goods and or Services offered.

26 CONTRACT PRICING AND ADJUSTMENTS

26.1 The bidder must complete in FULL price details for the Goods and or Services on the Pricing Schedule form/s attached as Part H – Schedule E which completed form/s must be submitted together with the bid documents. Failure to comply with this requirement may invalidate the bid.

26.2 Prices quoted must be furnished on the basis of supply, delivery, installation, commissioning and maintenance, including warranty.

26.3 Bid pricing details must be completed manually using clear BLACK INK and duly signed. Where electronically completed submissions are made, every page must be initialled.

26.4 All bid prices must be inclusive of 15% Value-Added Tax.

26.5 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part H – Schedule E.

26.6 The prices and fees quoted by the Bidder shall be firm for a period of twelve (12) months. The bidder shall use the prevailing Rate of Exchange (RoE) based on the

South African Reserve Bank at 12:00 on the **date of advertisement** to price imported content offered in this bid.

26.7 Rate of Exchange to be used to convert bid price: Rate of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is **US Dollar** as indicated in the table below

Currency	**Rates of exchange**
US Dollar	

26.8 Prices in the pricing schedule of the Contract shall differentiate between foreign and local pricing and shall indicate/substantiate the base rate of exchange (ROE) used to convert the foreign portion to South African currency. Any increase or reduction in the relevant amount as a result of any fluctuation in the rate of exchange or revaluation of currencies shall, irrespective of whether the price is firm or not, be subject to the following conditions:

26.9 Fluctuations between contract pricing schedule rates and quotes: Will be fully exposed to ROE adjustments with the ROE determined at the average buy and sell spot rate on quote date based on the South African Reserve Bank rates at 12:00 on the date of the advertisement.

Currency	**Rates of exchange** Average buy and sell spot rate on the quote dat
US Dollar	

26.10 Fluctuations between quote date and order date: The order amount in South African currency will be placed on the Supplier less, or plus, an amount reflecting any change in the exchange rate exceeding 5% (tolerance rate) compared to the quoted rate, determined at average buy and sell spot rate on quote date based on the South African Reserve Bank rates. In the event where the actual spot rate differs by more than 5% from the quote rate on the date of the order, the supplier may request an updated quote (if more) or the Department may request an updated rate (if less).

26.11 Fluctuations between order date and invoice settlement date: Any further fluctuation in the ROE and the cost of taking forward cover, which may occur between the purchaser order and the date of the invoice settlement, shall be absorbed by the Supplier.

26.12 Any request for price changes or rate of exchange variation shall be supported by documentary evidence, in the form of proof of the applicable rates on the applicable dates, by providing printouts of the South African Reserve Bank rates

26.13 Applications for price adjustments must be submitted in a formal letter listing the items applicable to the adjustment and accompanied by documentary evidence in support of any adjustment claim.

27 BIDDER'S DISCLOSURE

27.1 The bidder must complete and submit with the bid a duly signed Bidder's Disclosure (SBD 4) form. The Bidder's Disclosure is attached as Part G – Form No.4.

27.2 Failure to comply with this condition shall invalidate the bid.

28 BIDDER DUE DILIGENCE

28.1 The department reserves the right to conduct supplier due diligence prior to award of the contract or at any time during the contract period. This may include site visits to service points and business premise inspections.

29 CONTACTING THE PURCHASER

29.1 No Bidder shall contact the Purchaser on any matter relating to his bid, from the time of the bid opening until the Contract has been awarded.

29.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

30 PURCHASER'S RIGHT TO ACCEPT AND REJECT ANY OR ALL BIDS

30.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to the affected Bidder or Bidders.

31 NOTIFICATION OF AWARD

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, by registered letter or fax, that his bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

32 SIGNING OF THE CONTRACT

32.1 At the same time as the Purchaser notifies the successful Bidder that his bid has been accepted the Purchaser will send the Bidder the Contractual Agreement (Part G – Form No.10) provided in the Tender Documents, incorporating all agreements between the parties.

32.2 Within 14 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

PART C: BID STRATEGY

SUPPLY, DELIVERY, INSTALL, COMMISSIONING AND MAINTENANCE OF HOLMIUM LASER SYSTEM FOR NELSON MANDELA ACADEMIC HOSPITAL.

- The bid will only be awarded to one service provider.
- For multiple bidders bidding for the same item Make and/or Model, the item will only be awarded to the bidder scoring the highest number of points. The same item Make and or model will not be awarded to more than one bidder for the same line item.
- Where two or more bidders have scored equal points including equal preference points for specific goals, , the drawing of lots will be conducted to break the tie.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- A contract may, on reasonable and justifiable clinical benefits, be awarded to a bid that did not score the highest number of points.
- The successful bidder will be requested to supply, install, commission and maintain the equipment ordered directly to where the equipment is required

PART D: SPECIAL CONDITIONS OF CONTRACT

1. GUIDELINES AND DEFINITIONS

In this Special Conditions of Contract, the following terms shall be interpreted as indicated:

1.1 **"Abuse"** the status assigned to a device FAILURE when a service representative finds damage attributable to incorrect use (e.g., during operation, cleaning, or transport).

1.2 **"Acceptable bid"** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.

1.3 **"Acceptance inspection"** a detailed INSPECTION performed before a device is put into use either after initial receipt (i.e., the incoming inspection of new equipment) or following other service activities (e.g., a major REPAIR, MODIFICATION, or OVERHAUL) as appropriate.

1.4 **"Acquisition cost"** the total cost, including the purchase price, delivery charges, and training and installation costs, to acquire a single piece of equipment.

1.5 **"Annualized failure rate"** The number of FAILURES for a device or a group of devices (e.g., a particular model) divided by the product of the number of years being considered and the number of devices in use at a health facility. The following are sample annualized failure rate calculations: (A) A facility with 700 infusion pumps of the same model received 84 REPAIR work orders for that model during one year. 84 failures/(700 pumps × 1 year)= 0.12 failures/pump-year; (B) For five (5) ultrasound scanners of the same model, there were only two repair requests in three years. 2 failures/(5 scanners × 3 year) = 0.13 failures/scanner-year; (C) A single magnetic resonance imaging (MRI) unit required nine repairs over three years. 9 failures / (1 unit × 3 year) = 3 failures/MRI unit-year.

1.6 **"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, works or services.

1.7 **"Black enterprise"** means an enterprise that is 50.1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.

1.8 **"Black empowered enterprise"** means an enterprise that is at least 25.1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.

1.9 **"Black people"** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's

commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.

1.10 **"Black woman-owned enterprise"** means an enterprise with at least 25.1% representation of black women within the black equity and management portion.

1.11 **"Calibration"** a procedure used to determine a device's accuracy using test equipment whose own accuracy is appropriate and has been verified and, as needed, adjusting that medical device to meet the manufacturer's specifications.

1.12 **"Clinical engineer"** a professional who supports and advances patient care by applying engineering and managerial skills to health-care technology (American College of Clinical Engineering). While a clinical engineer is a specialized biomedical engineer, the terms are often used interchangeably.

1.13 **"Clinical engineering technician (CET)"** a professional who supports and advances patient care by applying engineering and technical skills to medical equipment. CETs install, inspect, maintain, repair, calibrate and modify medical equipment and support systems to adhere to standard guidelines. CETs educate and advise clinical staff on theory of operation, physiological principles, and safe clinical application of medical equipment maintaining quality patient care.

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

1.15 **"CMMS" (Computerised Maintenance Management System)** is a computer based asset management system to list all equipment used in patient-care activities, regardless of ownership and to document maintenance services and status.

1.16 **"Commissioning"** means a systematic process of ensuring that the health facility as a whole and all technological systems, both movable and immovable, perform interactively according to the design intent, and satisfies the Purchaser's clinical service and operational needs. This shall be achieved by beginning in the design phase, documenting the design intent and continuing through construction, acceptance and the warranty-period with actual verification of performance.

1.17 **"Commissioning Agent"** means the firm or consultant nominated and or appointed in writing by the Purchaser to oversee execution and performance of this contract by the contractor. The Purchaser shall have authority over the commissioning agent or clinical engineers appointed under the commissioning agent. The Purchaser shall have authority to replace the Commissioning Agent in writing to the Contractor.

1.18 **"Community or broad-based enterprise"** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a

target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.
These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

1.19 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

1.1 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.2 **"Contract"** means the agreement entered into between the Purchaser and the Supplier/Maintenance Contractor, 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 **"Contractor"** means the Service Provider individual or firms providing Maintenance and Services under this Contract;

1.4 **"Contract Fees"** means the fee payable to the Supplier/Maintenance Contractor under the Contract for the full and proper performance of his contractual obligations;

1.5 **"Contracted service"** SERVICE provided under contract by a contractor or sub-contractor.

1.6 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

1.7 **"Corrective maintenance"** A process used to restore the physical integrity, safety and/or performance of a device after a failure. Corrective maintenance and unscheduled maintenance are regarded as equivalent to the term repair. This contract uses these terms interchangeably.

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

1.9 **"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.

1.10 **"Day"** means calendar day;

1.11 **"Delivery"** means delivery in compliance with the conditions of the contract or order;

1.12 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand;

1.13 **"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.

1.14 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

1.15 **"Downtime"** the time that a device is not available for clinical use because of the need to perform activities such as INSPECTIONS, PREVENTIVE MAINTENANCE, and REPAIRS. Downtime is specified in hours or as a percentage. Note that it is typically calculated only over a specified "use period." A use period is based on when a device is scheduled to be available for clinical use or when a contract's terms specify that a device will be available. For instance in this contract, the use period is 24 hours a day for 365 days a year, or for 52 weeks a year.

1.16 **"Dumping"** occurs when a private enterprise abroad markets 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.

1.17 **"ECRI"** formerly known as Emergency Care Research Institute.

1.18 **"Effective Date"** means the date of execution of this Agreement based on the Notification of Award by the Purchaser, furnishing of the Performance Security by the Contractor, the signing of Contract and Payment against the Purchase Order and Performance Security;

1.19 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.

1.20 **"Failure"** The condition of not meeting intended performance or safety requirements, and/or a breach of physical integrity. A failure is corrected by repair and/or calibration.

1.21 **"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.

1.22 **"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.

1.23 **"GCC"** means the General Conditions of Contract;

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

1.25 **"Health technology (HT)"** HT is the application of organized knowledge and skills in the form of devices, medicines, vaccines, procedures and systems developed to solve a health problem and improve quality of life. It is used interchangeably with health-care technology.

1.26 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen -

a) who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) ("the interim Constitution); and/or

b) who is a female; and/or

c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

1.27 **"HT Directorate"** means the unit which will have the responsibility to manage performance of the Supplier/Contractor;

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

1.29 **"In-house service"** the SERVICING of medical equipment performed by the Purchaser's own staff.

1.30 **"Inspection"** refers to scheduled activities or interactions with medical equipment designed to detect unsuspected equipment problems, or to ensure medical equipment functions correctly. It includes both

performance inspections and safety inspections. These occur in conjunction with performed preventive maintenance, corrective maintenance, or calibration but can also be completed as a stand-alone activity scheduled at specific intervals.

1.31 **"Inspection and preventive maintenance (IPM)"** IPM refers to all the scheduled activity necessary to ensure a piece of medical equipment is functioning correctly and is well maintained. IPM therefore includes inspection and preventive maintenance (PM).

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

1.33 **"Maintenance"** is interaction with medical equipment designed to identify and correct suspected equipment problems, or to perform activities designed to prevent the future occurrence of problems (inspection and preventive maintenance). Maintenance is a collective term comprising of acceptance inspection, calibration, inspection, modification, overhauls, preventive maintenance, and repair.

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

1.35 **"Medical device"** an article, instrument, apparatus or machine that is used in the prevention, diagnosis or treatment of illness or disease, or for detecting, measuring, restoring, correcting or modifying the structure or function of the body for some health purpose. Typically, the purpose of a medical device not achieved by pharmacological, immunological or metabolic means.

1.36 **"Medical equipment"** are medical devices requiring calibration, maintenance, repair, user-training, and decommissioning. Medical equipment is used for specific purposes of diagnosis, monitoring, treatment or rehabilitation following disease or injury. Medical equipment includes devices such as monitoring equipment, life supporting equipment, imaging equipment, laboratory equipment, mechanical equipment, as well as other equipment supporting the care of the patient, whether or not it is in the immediate vicinity of a patient. In addition, these categories includes other devices, such as fridges, that support the care of a patient, but are generally not specifically manufactured for use in health care services.

1.37 **"Modification"** the alteration of a device from its original state to improve performance, reliability, or safety or to add new functionality. (This is distinct from restoring a device from a deteriorated state.) Examples of modifications include installing software with new functionality and adding components to a device.

1.38 **"OEM"** refers to Original Equipment Manufacturer. If parts and service kits furnished are not OEM then the Contractor must be able to furnish certification by manufacturer that they meet or exceed OEM specifications and manufactured under current ISO/SABS standards.

1.39 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service;

1.40 **"Overhaul"** an extensive (i.e., far exceeding routine PREVENTIVE MAINTENANCE) replacement or rebuilding of worn parts on a device to significantly extend its life.

1.41 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements;

1.42 **"Performance inspections"** these activities are designed to test the operating status of a medical device. Tests compare the performance of the device to technical specifications established by the manufacturer in their maintenance or service manual. These inspections are not meant to extend the life of equipment, but merely to assess its current condition. Performance inspections are sometimes referred to as 'quality assurance inspections'.

1.43 **"Predictive maintenance"** This activity involves a forecasting technique to determine the rate of failure of certain types of replaceable components (e.g. batteries, valves, pumps, seals). The maintenance interval is then set so components are replaced before they fail, ensuring the equipment continues to operate reliably.

1.44 **"Preliminary taking over"** this is commissioning milestone where the Purchaser issues provisional acceptance of the goods and services which represents the start of the warranty period commencing on the date of issuing of preliminary acceptance certificate by the Purchaser or the duly appointed agent.

1.45 **"Preventive maintenance (PM)"** PM involves maintenance performed to extend the life of the device and prevent failure. PM is usually scheduled at specific intervals and includes specific maintenance activities such as lubrication, cleaning (e.g. filters) or replacing parts that are expected to wear (e.g. bearings) or which have a finite life (e.g. tubing). The procedures and intervals are usually established by the manufacturer. In special cases the user may change the frequency to accommodate local environmental conditions. Preventive maintenance is sometimes referred to as 'planned maintenance' or 'scheduled maintenance'. This contract document uses these terms interchangeably.

1.46 **"Project site"** where applicable, means the place indicated in bidding documents;

1.47 **"Purchaser"** means the Eastern Cape Department of Health (ECDOH) purchasing the Goods and Services;

1.48 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;

1.49 **"Repair"** a process used to restore the physical integrity, safety, and/or performance of a device after a failure. Used interchangeably with corrective maintenance.

1.50 **"Repair time"** the hands-on time needed to repair and have medical equipment ready for return to use, which is the time entered on the associated work order or job card.

1.51 **"Response time"** the time from the initiation of a request for SERVICE until a service representative solves the problem (e.g., by telephone) or arrives to REPAIR a device or to remove it for repair.

1.52 **"Revisable item"** an item is declared revisable only if it has minor defects or is partially compliant.

1.53 **"Safety inspections"** these are activities performed to ensure the device is electrically and mechanically safe. These inspections may also include checks for radiation safety or dangerous gas or chemical pollutants. When these inspections are done, the results are compared to local standards as well as to manufacturer's specifications. The frequency of safety inspections may be different than planned maintenance and performance inspections and are usually based on regulatory requirements.

1.54 **"SCC"** means the Special Conditions of Contract.

1.55 **"Service"** a collective term comprising activities and sub-activities within COMMISSIONING and MAINTENANCE.

1.56 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, acceptance testing, provision of technical assistance, training, catering, warranties and security, maintenance and other such obligations of the supplier covered under the contract. "Services" means Services including incidental services to be provided under the Contract and defined in **Part E;**

1.57 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).

1.58 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.

1.59 **"Sub-Contractor"** are sub-service providers of the contractor and or independent service organization providing specialised application support and maintenance services whose cost are covered under the Contractor's contract sum.

1.60 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.

1.61 **"Time-and-materials service"** SERVICE performed by a Contractor or Sub-contracting organization and paid for on the basis of the costs of labour, parts and supplies, and travel time. It may be scheduled or unscheduled.

1.62 **"Total cost of service"** the total SERVICE costs for a single unit or the average per-unit cost for all units of the same model; it includes IN-HOUSE SERVICE, CONTRACTED SERVICE, and TIME-AND-MATERIALS SERVICE.

1.63 **"Unable to duplicate"** the status assigned to a device FAILURE when a service representative finds no problem (e.g., when equipment passes INSPECTION) following a report of failure.

1.64 **"User error"** the status assigned to a device FAILURE when a service representative finds no problem (e.g., when equipment passes INSPECTION) following a report of failure and the representative determines that the device or an accessory was used incorrectly.

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

2 APPLICATION

2.1 These Special Conditions of Contract (SCC) are Supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail as recorded by Clause 2 in the General Conditions of Contract.

2.2 The bid and all contracts emanating there from will be governed within boundaries of South African laws.

3 STANDARDS

3.1 The goods supplied shall conform to the standards mentioned in the bidding documents and technical specifications. In the absence of which, other relevant publications such as International Standards Organisation (ISO), European Standards, SANS, SABS, World Health Organisation (WHO) guidelines for Medical Equipment Management, ECRI standards or other relevant publications may be referred to.

3.2 The goods supplied shall conform to Radiation Control standards, guidelines and procedures.

4 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

4.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself mentioned in Clause 4.1 shall remain the property of the Purchaser and shall be returned (all copies) to the purchaser on completion of the Contractor's performance under the contract if so required by the Purchaser.

4.4 The Contractor shall maintain all necessary books, accounts and records and shall establish a reporting system for the Service and shall permit the Purchaser to inspect the Contractor's accounts and records relating to the performance of the Contractor and have them audited by auditors appointed by the Purchaser.

4.5 The Contractor shall permit the Purchaser or any Person designated to visit and inspect the contractor's records relating to the performance of the contractor without charge at times that may reasonably be requested, and all books, records, and documents relating to the said Service shall at such times be open to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

5 METHOD OF PROVIDING SERVICES

5.1 The Contractor shall supply the Goods and perform the said Services and its other obligations hereunder in accordance with the law of the Republic of South Africa and this Contract.

5.2 If the Contractor is aware of a conflict, it shall inform the Purchaser accordingly and the parties shall discuss in good faith and agree the manner in which the Contractor should perform the services.

5.3 The Contractor shall determine the cost associated with the provision of the goods and services necessary under the Contract and provides sufficient funding to meet these anticipated costs.

5.4 The Contractor shall ensure that appropriate equipment, tools and competent personnel are readily available to perform the activities as described in this agreement.

6 PATENT RIGHTS

6.1 The Contractor 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 or issuance of a purchase order for the equipment and services, the successful Contractor shall furnish to the purchaser as performance security amount (100%) for the maintenance service fees agreed and specified in the award notice or purchase order provided by the Purchaser.

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

7.3 The performance security shall be denominated in the currency of the Purchaser or in a freely convertible currency acceptable to the Purchaser and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable commercial bank located in the Republic of South Africa, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser.

7.4 The performance security will be discharged by the purchaser and returned to the contractor not later than thirty (30) days following the date of completion of the contractor's performance obligations under the contract, including any warranty obligations. Discharge of the performance security to the contractor shall be done only for completed contractor service obligations. Release of payments will be authorised by the purchaser when goods or service obligations are received and completed during the contract period.

7.5 Where the contractor fails to complete his obligations under the contract terms and conditions, the remaining proceeds of the performance security shall be payable back to the purchaser including unused funds and or savings made from the service performance security.

8 DEMONSTRATIONS, INSPECTIONS, TESTS AND ANALYSES

8.1 All bidding, pre-award and post-award testing and demonstration of Goods and Services will be for the account of the Bidder and or Contractor.

8.2 Goods and Services to be rendered shall at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Purchaser or an organization acting on behalf of Purchaser.

8.3 Routine quality assurance inspections to goods and services during the contract period shall be carried out by the Purchaser or by any duly authorised Commissioning Agent at will, and 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 Goods and Services 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 Goods or Services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such Goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Contractor.

8.6 Goods 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 Goods or Services may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected Goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with Goods and or Services which do comply with the requirements of the contract. Failing such removal the rejected Goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute Goods and Services forthwith, the Purchaser may, without giving the Contractor further opportunity to substitute the

rejected Goods and Services, purchase such Goods and Services as may be necessary at the expense of the Contractor.

8.8 The Purchaser's Project Manager or any other duly appointed Commissioning Agent shall have authority to inspect and certify quality, and either accept or reject goods and services provided by the Contractor. The Contractor shall accept certification results and proceed to act in accordance with provisions of Clause 8.4 to 8.7 without deferring commissioning service obligations specified in Part E.

8.9 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.

9 PACKING

9.1 The Contractor 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 provided for in the contract, including additional requirements specified in Part E, and in any subsequent instructions ordered by the Purchaser.

10 DELIVERY AND DOCUMENTS

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

10.2 Documents to be submitted by the supplier are specified in Part E of this contract.

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, delivery, installation, testing and commissioning.

11.2 The Contractor shall obtain a workman's compensation insurance, public liability insurance and insurance covering liability for damage to properties and injuries to persons arising from negligence or default of the Contractor and any other relevant policies commonly taken for the provision of said Goods and Services. The insurance policies shall cover adequate compensation as per the prevailing laws of the Republic of South Africa.

11.3 The Contractor must also provide all risk property insurance to cover all equipment belonging to the Purchaser on the Contractor's site or in transit using company vehicles.

11.4 All policies of insurance shall be taken out in the name and account of the Contractor.

12 TRANSPORTATION

12.1 Pricing for the offered Goods and Services by the Contractor shall be all-inclusive of delivery transportation.

12.2 Deliveries shall be made directly to the Purchaser's final beneficiary throughout the Eastern Cape region in accordance with commissioning obligations specified in Part E.

13 INCIDENTAL SERVICES

13.1 The supplier shall be required to provide any or all of the following services, including additional services, specified in Part E of this contract:

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 shall be included in the contract price and shall cover the full warranty period for the said goods. Outside of the warranty period, the contract price for the incidental services shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the contractor for similar services and shall conform to rates for professional services in the public service.

14 SPARE PARTS

14.1 The Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:

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

b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 WARRANTY

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

15.2 This warranty shall remain valid for twenty four (24) 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.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in this contract 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 this contract, 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 **Payment for equipment and commissioning services:**

a) The Purchaser's HT Project Manager or any duly appointed Commissioning Agent shall have authority to certify payment for equipment and services provided under the Contract. Without prejudice, the Purchaser or Commissioning Agent shall issue preliminary Taking Over certification after the Contractor has satisfied contract terms and conditions, and commissioning service obligations specified in Part E.

b) The Contractor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and evidence of preliminary taking over by the Purchaser that certifies fulfilment of contract obligations stipulated in the contract under Part E.

c) Payments for goods: 100% of the equipment's contract amount will be paid by the Purchaser within thirty (30) calendar days after completion of delivery, installation and acceptance testing of the goods.

d) Payments for services: 100% of the services contract amount will be paid by the purchaser within thirty (30) calendar days after over the provision of the performance guaranty.

16.2 Payments for maintenance services:

a) The Purchaser's HT Project Manager or any duly appointed firm's Clinical Engineer shall have authority to certify payment for maintenance services provided under the Contract. Without prejudice, the Purchaser or duly appointed Clinical Engineer, shall certify maintenance services completed by the Contractor, upon the Contractor having satisfied contract terms and conditions, and service obligations specified in Part F.

b) Together with the invoice the Contractor shall furnish documentation related to conducted maintenance services, service certification, record of completed training activities and indicators linked to actual response time, equipment downtime and other indicators agreed upon in this contract.

16.3 Payments for spare parts:

a) Fees for spare parts shall be included in manufacturer warranty, extended warranties and comprehensive maintenance service options.

b) Specific spare parts such as vacuumed packed articles (e.g. examination and operating light bulbs x-ray tubes) LED lamps and ultrasound probes shall be included in warranty fees.

c) Fees for preventive maintenance shall include service spare-parts and kits in full.

d) Not included under spare parts are consumables.

16.4 The Contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed and the fulfilment of other obligations stipulated in the contract;

16.5 Payments shall be made by the Purchaser within thirty (30) days of submission of a complete and valid invoice.

17 PRICES AND FEES

17.1 Fees charged by the Contractor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in this bid, with the exception of any price

adjustments authorised by the Purchaser or in the Purchaser's request for bid validity extension, as the case may be. Goods and services listed on to the contract will be billed according to the fees established in the pricing schedule for equipment indicated in Part H, Schedule E.

17.2 After warranty period has expired, similarly fees for maintenance services shall be billed according to prices established in this bid, with the exception of any price adjustment authorised by the Purchaser.

18 CONTRACT AMMENDMENTS

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 CESSION OR ASSIGNMENT

19.1 The Contractor 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 Contractor shall notify the purchaser in writing of all sub-contracts to be awarded under this contract if not already specified in the bid.

20.2 Such notification, in the original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

20.3 Sub-contractors must comply with the provisions of the Contract.

21 DELAYS IN CONTRACTOR'S PERFROMANCE

21.1 Delivery of the goods and performance of services shall be made by the contractor 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 contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the purchaser shall evaluate the situation and may at his discretion extend the contractor'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 contractor's point of supply is not situated at or near the place where the supplies are required, or the contractor's services are not readily available.

21.5 Except as provided under Clause 25, a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalties, pursuant to Clause 22, unless an extension of time is agreed upon pursuant to 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 cancelling 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 contractor'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 contractor.

22 PENALTIES

22.1 Subject to Clause 25, if the Contractor fails to deliver any or all of the equipment 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 of 2% 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 Clause 23.

22.2 If the Contractor fails to perform maintenances services within timelines indicated in PART H, SCHEDULE B and in the event that the equipment supplied has been on downtime for more than five percent (5%) of one single year of the warranty period, i.e. more than 18 natural days in one single year, the Contractor shall extend the warranty period for a duration of six (6) times of the time duration when the equipment was on downtime. The Purchaser may also consider termination of the contract pursuant to 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 Contractor, may terminate this Contract in whole or in part:

a) if the Contractor 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 Clause 21.2;

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

c) if the Contractor, 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 Contractor shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Contractor 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25 FORCE MAJEURE

25.1 Notwithstanding the provisions of 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 Contractor if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, 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 Contractor 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 Contractor 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 as follows:

a) The parties shall agree on and appoint a mediator within ten (10) working days of the date of which the dispute was declared. Whether or not the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share costs of the mediator and related costs equally.
b) The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to help reach a settlement.
c) Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

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 Contractor any monies due the Contractor.

28 INDEMNITY OF LIABILITY

28.1 The Contractor shall indemnify in full and hold the Purchaser harmless from and against any actions, suits, claims, demands, proceedings, losses, damage, compensation, charges and expenses whatsoever to which the Purchaser shall or may be or become liable in respect of and arising from:

a) Any breach by the Contractor of its obligations hereunder;

b) Any neglect act, error or omission on the part of the Contractor, its directors, officers, employees, Sub-Contractors in the performance of the said Services;

c) The misconduct of the Contractor or its directors, officers, employees, Sub-Contractors;

d) Any loss or damage to any property or injury to any Person of whatsoever nature or kind and howsoever or whosesoever sustained or caused or contributed arising out of the use or occupation of the Purchasers properties by the Contractor and not caused by the negligence or wilful act, default or omission of the Purchaser personnel.

29 LIMITATION OF LIABILITY

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

a) the Contractor 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 Contractor 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.

30 CONTRACT PERIOD

30.1 The contract period for equipment and services supply shall commence on the Effective Date subject to contractor performance under the terms and conditions of this Contract, the Contract shall continue for a period of (12) months expiring on the 1st anniversary of the Effective Date ("Contract Period").

30.2 The contract period for commissioning services and maintenance services shall commence on the Purchase Order issuance date and Preliminary Taking Over date respectively, subject to contractor performance under the terms and conditions of this Contract, the Contract period shall continue for a period of (24) months expiring on Final Taking Over date.

30.3 Where preferred by the Purchaser, additional after warranty maintenance services shall commence on the Final Taking Over Date subject to the Contractor furnishing payment for a Performance Security and under the terms and conditions of this Contract, the Contract period for the additional maintenance service shall continue for a period of (5) years, unless stated otherwise.

31 EXTENSION OF CONTRACT PERIOD

31.1 The Purchaser shall notify the Contractor in writing within a reasonable notice period prior to the date of expiry of Contract and pursuant to Clause 22, if the Purchaser intends to extend the Contract for a further period. The Parties shall as soon as reasonably practicable after the receipt of such notification negotiate the terms and condition for such extension, to the intent that such terms and conditions are to be agreed by the parties prior to the date on which the contract period would have otherwise expired.

31.2 Scope of goods and services will remain the same. However, subject to authorization by the Purchaser, variations in scope of goods and services shall not exceed 15% of the original contract value.

32 EXPIRY OF THE CONTRACT PERIOD

32.1 Upon the expiry of the Contract:

a) The Contractor shall withdraw all its personnel and sub-contractors and all rights of the Contractor shall revert.

b) All liabilities, obligations, claims, suits or proceedings whatsoever existing prior to and as at the expiry whether arising out of or in connection with:
   (i) Any agreement entered into by the Contractor.
   (ii) Any act, default omission or negligence of the Contractor its employee or Sub-service providers.

c) The Contractor shall hand over all equipment and any part of to the respective Health Facilities and obtain a written confirmation that the contracted equipment has been handed over in working conditions.

32.2 The Contractor shall make available or furnish all information records and documents related to services as will enable the Purchaser to continue equipment management, operation and maintenance.

32.3 The Purchaser shall as soon as practicable pay to the Contractor (if a balance is due to the Contractor), in accordance with payment terms and conditions of the contract.

32.4 The expiry of the Contract shall not affect any claim or obligation of payments that the Parties may have against the other prior to the expiry of the Contract.

33 ISSUING OF ORDER

33.1 The anticipated delivery period as specified in the PART E of this SCC shall commence on the date on which the order is issued by the Purchaser.

34 GOVERNING LANGUAGE

34.1 The contract shall be written in English, as specified by the Purchaser in the Instructions to Bidders. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

35 APPLICABLE LAW

35.1 The contract shall be interpreted in accordance with Republic of South Africa laws.

36 NOTICES

36.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by fax and confirmed in writing to the address specified for that purpose in the Special Conditions of the Contract's Authorization Declaration form.

36.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later. The time mentioned in the contract documents for performing any activity after such aforesaid notice has been given, shall be determined from the date of delivery of such notice.

37 TAXES AND DUTIES

37.1 A foreign supplier shall be entirely responsible inter alia for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country incurred until delivery of contracted goods to the Purchaser.

37.2 A local supplier shall be entirely responsible inter alia for all taxes, stamp duties, license fees, and other such levies incurred until delivery of the contracted goods to the Purchaser.

37.3 No contract shall be concluded with any bidder whose tax matters are not in order. The bidder should ensure that tax status is compliant and updated on the Central Supplier Database (CSD).

38 OWNERSHIP AND COPYRIGHT

38.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in ECDOH.

38.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Purchaser are owned exclusively by ECDOH.

39 COMMISSIONING SERVICE OBLIGATIONS OF THE CONTRACTOR

39.1 Supply:

Item	Contractor obligations
a)	All technology items supplied must be new and no part shall be second hand or refurbished.
b)	All equipment must operate from 220-240 Volts AC, 50HZ supply or as specified in the equipment specifications.
c)	The mains electrical power supply cables of the equipment being offered must be local 15 amps, 3 core live, earth, and neutral. Cable length must be a minimum three (3) meters long. The complete mains cable of the unit tendered for must be SABS approved.
d)	The equipment quoted for must be protected against electromagnetic interference and must comply with the IEC 601-1-2 standard.
e)	The equipment and technology shall be the latest model from the manufacturer
f)	The Purchaser intends to maximize use of the equipment for the full expected life-time. Availability and ease of access to spare parts, accessories and consumables shall be guaranteed in the Eastern Cape region by the contractor throughout the expected equipment life-time, specified by the Manufacturer or by ECRI standards where manufacturer life-expectancy is not available.
g)	The equipment and technology supplied shall be capable of modification and or upgrade. Modifications shall be done using OEM parts, and equivalent or better parts that are approved by the OEM.
h)	All documents and resources shall be original manufacturer type and shall be supplied with the equipment.
i)	Quick user-instructions, warning labels, and alarm code interpretations shall be conveniently mounted on the equipment for ease of reference.
j)	Any additional technology required to comply with Purchaser's requirements in equipment specification shall form part of the basic price.
k)	The Contractor shall supply and provide to the Purchaser updates and revisions of user and service manuals at no extra cost for the expected lifetime of the equipment, specified by the manufacturer
l)	The Purchaser reserves the right to select or reject optional and other additional items as listed in the pricing schedule.

39.2 **Delivery and Preliminary Acceptance:**

Item	Contractor obligations
a)	The Contractor shall deliver all equipment in the Lot within eight (8) weeks after the purchase order issue date by the Purchaser. Failure to deliver the equipment within 8 weeks may lead to cancellation of the Purchase Order.
b)	The Contractor shall report the status of all Orders to the Purchaser in writing every 2 weeks after the date of receiving the order. The Purchaser has a right to cancel orders that are delayed and where the Contractor has failed to issue feedback status reports as required.
c)	The Contractor shall apply by written notice to the Purchaser for a Delivery and Preliminary Acceptance not less than 10 Days prior to the date when, in the Contractor's opinion, the delivery of the equipment and services of the Order will be complete and ready for Provisional Handing Over by the contractor for Preliminary acceptance by the Purchaser. The Purchaser will reject any unscheduled equipment deliveries, and the Contractor shall be liable for all costs associated with incorrect and unscheduled deliveries.
d)	The goods shall be Delivered Duty Paid to the Purchaser's beneficiary. The successful Contractor must arrange for delivery and acceptance testing of the equipment. Copies of delivery forms and acceptance test certificates shall be forwarded to the Purchaser or any duly appointed representative.
e)	Software changes or upgrades to the equipment which are corrective in nature and initiated due to software errors, technology end of life, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life of the equipment.
f)	The Contractor shall deliver the original software license, in the name of the final Client Beneficiary together with the equipment.
g)	The Contractor shall make available to the Purchaser all the consumables, measurement and certified calibration instruments used during commissioning operations.
h)	The Contractor shall provide together with the goods the educational material for maintenance and user training courses. The educational material will be in English without any exception. The educational material shall be approved by the Purchaser.
i)	The Contractor shall deliver together with the equipment one hard copy and one CD/Video of the operation (user) manual and maintenance (service) manual in English delivered with each unit provided to the Purchaser. Service manuals shall provide the following, but not limited information: fault finding guide, circuit diagrams / schematics, circuit descriptions and layouts, test and calibration guide, part-numbers for parts and enlarged diagrams for mechanical parts

j)	All labels and indications on the equipment as well as the software included with the equipment shall be in English.
k)	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, shall be supplied and delivered with the equipment at no extra cost to the final bid price
l)	Delivered service manuals shall document and provide all possible access codes for equipment software, where applicable.
m)	The Contractor shall provide to the Purchaser's beneficiary a qualified Clinical Engineer and relevant Application Specialist during equipment delivery and preliminary acceptance. Deliveries performed by unqualified third parties shall be rejected and the Contractor shall carry all associated costs.
n)	The Purchaser will inspect the delivered goods and equipment checking their quantities and their integrity in relation to technical specification.
o)	Where installation is not included in the contract, the Purchaser will install directly or through a third party, and check the quality of the goods in this phase and will preliminary accept the goods in accordance with the result of the check.
p)	The Contractor may be present during the above mentioned installation phases. If the Contractor is not present, they shall accept any decision taken by the Purchaser.
q)	The Contractor shall supply to the Purchaser all the consumables, measurement, test and calibration instruments used during official commissioning operations. All the expenses necessary for the official testing and commissioning procedure shall be responsibility of the Contractor.
r)	The Purchaser shall evaluate, item by item, the consistency of the goods and the services supplied respecting the contract conditions and the technical specifications.
s)	The Contractor shall be invited by the Purchaser to assist with the measurement operations during official commissioning for provisional acceptance. At the end of the operations the Purchaser shall prepare minutes of the results and make it available to the Supplier.
t)	Each item shall be declared as compliant, not-compliant or revisable.
u)	The official testing and commissioning is declared successful when all the items of the specification are declared compliant.
v)	The Contractor shall substitute all not-compliant items with compliant ones at own cost.
w)	An item is declared revisable only if it has minor defects or is partially compliant. In these cases, only when the Contractor has substituted the item or has solved the defects, he can request for a new official testing and commissioning session.

x)	The not-compliant or revisable items shall be substituted or modified without contravening specified quality and safety standards, manufacturer specifications, any contractual costs for the Purchaser and any contractual deadlines.
y)	Any delay due to not-compliant or revisable items is responsibility of the Contractor, consequently claims for liquidated damages are applicable.

39.3 Building Alterations and Installation (including connection to building services and utilities):

Item	Contractor obligations
a)	The Contractor must inspect the site before making installations and must identify building alterations needed to accommodate the equipment offered. The contractor shall be responsible for additional building, air-conditioning, electrical, mechanical and plumbing alterations required by the installation. The contractor shall attend the compulsory briefing session during which the scope of work required shall be established and agreed appropriate pricing for this work in the installation site).
b)	All installations performed shall comply with the Occupational Health and Safety Act of 1993; Machinery and Equipment Regulations; and applicable SANS requirements. Installation pricing provided in the bid's pricing schedule shall be deemed to include the following:
i.	Building (Civil) alterations in equipment room spaces that are essential to the positioning and installation of the equipment such that the equipment is accessible to all known users and maintainers, has access to services and utilities, and provides safe operating conditions to the user and maintainer.
ii.	Electrical reticulation and distribution arrangements essential to ensuring that all persons using the room occupied by the equipment are protected from potential health and safety hazards presented by the installation.
iii.	Mechanical installations and arrangements required to provide favorable environmental conditions for the equipment, healthy and safe conditions to both the user and maintainer.
iv.	Electronic and ICT arrangements required by the installation within the vicinity of the equipment location, unless otherwise stated by the Purchaser in writing.
c)	The Contractor shall not decommission old existing equipment from a room or location without first obtaining written consent by the Purchaser. The Contractor shall ensure that decommissioned old equipment and parts are handed over to the Purchaser. No asset shall be removed from the Purchaser's site without written consent by the Purchaser.
d)	The Contractor shall transport the equipment inside the hospital to the exact installation site, open the packages, assemble and install it according with the manufacturer requirements.

e)	The Contractor shall perform Field Installation Verification which verify that all equipment and systems comply with local health and safety codes, including building design plans and specifications.
f)	The Contractor shall clean up the site of any packaging/shipping material after installation and after requesting the Purchaser whether or not the original boxes must be left with the Purchaser;
g)	The Contractor shall install the equipment taking into consideration the construction characteristics of the hospital receiving the equipment.
h)	The Contractor is responsible to install the equipment "ready to start" for testing and commissioning.
i)	Any damage to hospital structures or finishing caused by the Contractor personnel during the installation will be repaired by the Contractor within 2 weeks using the same construction materials of the damaged areas. Workmanship quality shall be consistent with that of existing and adjacent installations.

39.4 Acceptance Inspection (or acceptance testing):

	Contractor obligations
a)	Official testing and commissioning will be carried out per Equipment Lot at the Purchaser/final Beneficiary's site when all items and services of the Order have been supplied.
b)	The Contractor shall apply by written notice to the Purchaser for an Official Testing and Commissioning not less than 10 days before the date when, in the Contractor's opinion, the delivery and installation of the equipment and services of relevant Order shall be complete and ready for Provisional Handing Over by the contractor leading to Preliminary Taking Over by the Purchaser
c)	The Contractor shall test, calibrate and commission the equipment as appropriate in a way that, on installation completion, they are fully operational and can be used. The Purchaser reserves the right to witness the Contractor's testing and commissioning without thereby relieving the Contractor of his obligation to provide goods in a fully operable condition.
d)	A complete set of commissioning forms with the entire set of tests performed and the results obtained shall be given to the Purchaser after the final inspection of the equipment. The Purchaser reserves the right to verify the results obtained by the Contactor.
e)	Prior to the Purchaser proceeding with the testing and commissioning, the Contractor shall make available to the Final beneficiary all consumables, measurement and calibration instruments for use during the commissioning.

f)	The Contractor shall perform Safety Performance Tests which verify electrical safety of all equipment and systems. The tests must be specified in detail on the commissioning forms and performed in accordance with OEM specifications.
g)	The Contractor shall perform Functional Performance Tests which verify proper start-up and performance accuracy of all equipment and systems. These tests are to be specified in detail on the commissioning forms and performed in accordance with manufacturer specifications.

39.5 Training of Equipment Users:

	Contractor obligations
a)	The Contractor shall appoint a qualified and competent Application Specialist to train users in the correct equipment handling, utilization and clinical application.
b)	The Application Specialists shall be qualified experts belonging to the Manufacturer and/or representatives in the country/province of the Contractor and/or by qualified experts certified by the Manufacturer. The quality and level of the training shall be equivalent to the Manufacturer's original factory training.The training will be held in English Language.
c)	The Contactor shall conclude training of users within 10 days from date of official testing and commissioning. Training shall be available on request to the Purchaser for the duration of the warranty period at no additional cost.
d)	The Contractor's Application Specialist shall train users at the Purchaser's installation-site and at own cost. The location of the training course delivery shall be the place where the equipment is delivered and installed.
e)	The training course for users shall be both theoretical and practical, using the equipment in the offered configuration and planning simulations of all possible mistakes/errors occurring during equipment utilization.
f)	The practical training course shall be organized and offered for maximum 2 users per session for each equipment item installed.
g)	The equipment training course for users shall focus on at least the following topics:
i.	Presentation and contacts of the key reference personnel (application specialists and technicians/engineers);
ii.	Correct equipment daily set-up, testing and calibration;
iii.	Correct equipment clinical application and utilization;
iv.	Possible user-errors/mistakes plus risks for users and patients;

v.	Daily cleaning, disinfection and maintenance inspection procedures in order to assure long equipment life;
vi.	General equipment functions in the offered configuration and display, alarm signals and error signals showing all the possible equipment functions;
h)	The average duration of the course shall not be less than 2 hours per item.
i)	The evaluation of the know-how acquired will be done by the Contractor through two (2) tests: one (1) entrance test prior to beginning the course and one (1) final test at the end of the course. The trainees shall certify that the received training is satisfactory.
j)	Additional and refresher training by the Application Specialist shall be administered for the full 2-year warranty period at no additional cost to the Purchaser. The training shall be provided upon request by the Purchaser.

39.6 Training of Maintenance Personnel:

	Contractor obligations
a)	The Contractor shall train clinical engineering technicians made available by the Purchaser's final Beneficiary in the most frequent problems that could occur during equipment utilization and that are within the technicians' competencies.
b)	The Contactor shall conclude training of the clinical engineering technicians within 60 days from date of initial supply and delivery of the quoted equipment to the customer. Training shall be made available on request for the duration of the full warranty period at no additional cost to the Purchaser.
c)	The training course for clinical engineering technicians shall be both theoretical and practical, using the equipment in the configuration offered and simulators. The Contractor must supply simulators and test equipment where and when it is needed. The simulators and test equipment are property of the Contractor who will keep it after the course is completed.
d)	The Contractor shall provide the educational material. The educational material will be in English language without any exception.
e)	The training course for clinical engineering technicians shall be organized to for a minimum of 1 person to a maximum of 5 persons.
f)	The location of the training course delivery for clinical engineering technicians shall the place where the equipment is delivered and installed. In exceptional cases where this is not possible, the Purchaser/final Beneficiary will offer approval for the Contractor to alter the training location.
g)	The trainers shall be qualified experts belonging to the Manufacturer Company and/or representatives in the country/region of the Contractor and/or by qualified experts certified by

	the Manufacturer. The quality and level of the training shall be equivalent to the Manufacturer's original factory training. The course will be held in English language.
h)	The training course for maintenance technicians shall focus at least on the following topics:
i.	Presentation of the reference Contractor technicians and their contacts;
ii.	General equipment functions, specific technical characteristics and alarm signals;
iii.	Main electrical and functional schemes;
iv.	Calibrations and daily maintenance procedures in order to assure the longest equipment life;
v.	Inspective and Preventive Maintenance procedures and its regular recurrence;
vi.	Corrective maintenance (to solve the most frequent problems);
vii.	Equipment safety controls.
i)	The average duration of the training course shall not be less than 2 hours per item.
j)	A final test administered by the trainees shall be organized at the end of the training course in order to verify the know-how acquired. The test results shall be delivered to the Purchaser before commissioning. A certificate of competency must be issued to the trainees on successful completion of the training.
k)	In the event that the Purchaser has not provided maintenance personnel to the Contractor to train, the training obligation shall remain valid for the duration of the full warranty period.
l)	Additional and refresher training shall be available on request by the Purchaser.

39.7 Preliminary Equipment Handing Over:

	Contractor obligations
a)	Official testing and commissioning will be carried out per Equipment Order when all items and services of the Lot have been supplied.
b)	The Contractor shall apply by written notice to the Purchaser for an Official Testing and Commissioning not less than 10 days before the date when, in the Contractor's opinion, the delivery of the goods and services of one Order will be complete and ready for Preliminary Taking Over by the Purchaser

c)	Upon receipt of the above mentioned note and within 15 days after the receipt of the equipment and the Services according to the specified requirements, the Purchaser shall conclude the Official Testing and Commissioning procedure.
d)	If the Purchaser fails to conclude the Official Testing and Commissioning procedure within the aforementioned period he shall be deemed to have issued the Preliminary Taking-Over Certificate on the last day of that period.
e)	The Purchaser shall evaluate, item by item, the consistency of the goods and the services supplied respecting the contract conditions and the technical specifications after the installation phase.
f)	The Contractor shall be invited by the Purchaser to assist with the measurement operations. At the end of the operations the Purchaser shall prepare minutes of the results and make it available to the Supplier.
g)	Each item shall be declared as compliant, revisable, or non-compliant.
h)	The official testing and commissioning is declared successful when all the items of an Order are declared compliant.
i)	The Contractor shall substitute all non-compliant items with compliant ones at its own cost.
j)	Where an item is revisable, the Contractor shall substitute that item or resolve the defects. The contractor shall request for a new official testing and commissioning date from the Purchaser or any duly appointed representative.
k)	The not-compliant or revisable items shall be substituted or modified without any break of quality and safety standards, Manufacturer specifications, and any cost for the Purchaser or any extension to the contractual deadlines. Any delay due to not-compliant or revisable items is responsibility of the Contractor, thus liquidated damages are applicable.
l)	The Equipment is taken over by the Purchaser once it has been supplied together with the services in accordance with the Contract. Within two weeks after successful official testing and commissioning of all the items of one Order and of one Health Facility, the Purchaser shall deliver to the Contractor the Preliminary Taking Over Certification. This Certificate shall be deemed to signify the Purchaser's satisfaction with the supplied Goods and Services and therefore the completion of the Contractor's obligations under Contract for the said Order and or Hospital.
m)	The warranty period shall commence on the date of Preliminary Taking Over stated in the Preliminary Taking-Over Certificate.

39.8 Manufacturer Warranties:

	Contractor obligations

a)	The Manufacturer warranty certificate shall be in the name of the Purchaser's final Beneficiary.
b)	The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
c)	The warranty period shall be two (2) years starting from the date of issuance of the Preliminary Taking-Over certification (after testing and commissioning).
d)	The warranty shall cover the entire machine including any and all component parts, spare parts, software modules and upgrades, accessories and maintenance thereof. The warranty coverage will be applied fully and without any cost to Purchaser and to the users whatsoever, including but not limited to the cost of routine visits, call-outs, training, labour, spare parts, and shall be valid for unlimited consultations within the warranty period save in cases of proven misuse, intentional damage, or force majeure.
e)	If in the opinion of the Contractor, equipment was subjected to misuse, intentional damage or force majeure; therefore, not covered by warranty, the Contractor should present unquestionable proof of such misuse, intentional damage or force majeure.
f)	The Manufacturer warranty shall be carried out at Contractor's premises, being all the travel and transport cost covered by the Contractor.
g)	The two-year (24 months) manufacturer warranty shall be included in the bid price of the equipment and services. The pricing schedule for the equipment and services shall be completed in full.
h)	The Purchaser shall promptly notify the Contractor in writing of any claims arising under this warranty.
i)	Upon receipt of such notice, the Contractor shall, within the period specified in Part H - Schedule B and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
j)	At least 95% of one single year of full functioning, i.e. 347 days out of 365/366 days, shall be guaranteed by the Contractor within the warranty period. In the event that the equipment supplied has been on downtime for more than five percent (5%) of one single year of the warranty period, i.e. more than 18 natural days in one single year, the Contractor shall extend the warranty period for a duration of six (6) times of the time duration when the equipment was on downtime.
k)	If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in Part H Schedule B, the Purchaser may proceed to take such remedial action as may be

	necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Contractor under the contract.

39.9 Final Taking Over Certificate

	Contractor obligations
a)	Within one (1) month after expiration of the initial 2 year warranty period for the Equipment and Services or any part, and provided the Contractor has fulfilled all his obligations under Contract, the Purchaser's shall issue to the Contractor a Final Taking-Over Certificate.
b)	Before issuing the Final Taking-Over Certificate, the Purchaser shall receive from the Contractor updated written undertaking that the Manufacturer shall continue to grant the availability (not sole provision) of spare parts and support services for the Goods for a period equivalent to the expected lifespan specified by ECRI standards.

39.10 After Warranty Services (Maintenance)

	Contractor obligations
a)	The availability (not the provision) of the maintenance services and equipment spare parts shall be guaranteed for a minimum period equivalent to the expected device lifespan by ECRI from date of issuance of the final equipment taking over certificate. A written warranty letter from the Manufacturer shall confirm the availability (not the provision) of spare parts for a period and the letter must be presented before the Final Taking Over Certificate.

40 MAINTENANCE SERVICE OBLIGATIONS OF THE CONTRACTOR

40.1 Preventive Maintenance (PM) Services:

a) The Contractor shall perform in full all OEM specified preventive maintenance services for the full Manufacturer Warranty period established in this contract.

b) After warranty Preventive Maintenance services, optional to the Purchaser, shall begin from the date of Preliminary Taking Over (after testing and commissioning). The Contractor shall price the optional (5) five-year Preventive Maintenance and Call-Out Service fees in the specified pricing schedule indicated in Part H – Schedule E for the equipment.

c) The Contractor shall perform appropriate PM services on the equipment offered as per requirements of the original equipment manufacturer (OEM). The contractor shall prepare and submit PM schedules for the equipment scope for approval by the Purchaser or any other duly appointed representative. In the absence of which and with approval by the Purchaser, other relevant publications such as ECRI or other relevant publications may be referred to.

d) The Contractor shall submit its proposed PM plan/schedule annually effective from warranty start-date for the equipment scope offered, to Health Technology (HT) or any other duly appointed Clinical Engineer for approval. Inspective and preventive maintenance services shall be performed by the contractor during the agreed warranty period without fail.

e) The Contractor shall request in writing from the Purchaser's Health Technology Manager or any duly appointed Clinical Engineer permission to execute PM services at least 15 days prior to the proposed work start date. If the Purchaser fails to respond to this request during this period, approval shall be considered granted by the Purchaser.

f) Prior to performing PM services at the equipment location, the contractor shall report to the Purchaser's beneficiary or any other duly appointed Clinical Engineer at the health facility to announce themselves and request access to the equipment needing PM services. The contractor shall not proceed to execute PM services without obtaining approval from the beneficiary or the authorised representative.

g) The Purchaser or any other duly appointed representative reserves the right to witness execution and test quality of any or all PM services performed by the Contractor.

h) All inspective and preventive maintenance work shall be completed within 30 days after the due-date determined by the frequency specified by the OEM, and following the last equipment service date.

i) For the duration of this agreement and as per service requirements, the contractor shall provide suitably qualified and competent clinical engineering personnel to perform inspective and preventive maintenance work as established in this contract. Replacement clinical engineering personnel shall be equivalent or better and the Contractor shall request approval to the Purchaser.

j) As part of PM services, the Contractor shall carry out equipment performance tests, quality assurance tests, calibration and electrical safety checks on a required basis. It is the duty of the Contractor to provide all necessary consumable supplies needed for these performance tests and calibrations.

k) All test and calibration results shall be recorded in appropriate service certificates specified by the Original Equipment Manufacturer. Contractor job-cards and time sheets shall not be recognised as service certificates in term of this contract.

l) All equipment service certificates shall record the serial number of the test and calibration equipment used to perform PM services. All equipment service certificates produced during PM shall be submitted together with copies of test equipment calibration certificates by the Contractor. The Purchaser shall accept two (2) copies for each service certificate produced by the Contractor, one set issued to the Purchaser's final Beneficiary or health facility, and another set issued to Health Technology or any other duly appointed Clinical Engineer.

m) The Contractor's clinical engineer shall clearly record their full name, signature and service completion date on all service certificates produced during PM.

n) The contractor shall perform predictive maintenance during PM and submit service report to the Purchaser or any approved duly authorised representative for risk management.

o) In the event that serviced equipment malfunctions within three (3) months following preventive maintenance, the contractor shall be liable for all costs associated with bringing the equipment into a functional and safe condition.

p) The Contractor shall perform on-site user training (hands-on) during PM. The contractor shall collaborate with Health Technology for identified training gaps and prepare annual training programmes for equipment users and technicians.

40.2 Call-Out Services:

a) The Contractor shall respond to Corrective Maintenance call-outs initiated by the Purchaser's final Beneficiary or any duly appointed Clinical Engineer within the response times indicated in Part H – Schedule B. The Contractor shall perform inspections and tests on the equipment and shall furnish inspection and tests certificates together with a priced quotation of required spare parts for approval, if any.

b) Call-out maintenance quotations for both contracted and non-contracted services shall be authorised by the Purchaser's final Beneficiary or the duly appointed Clinical Engineer by the Purchaser.

40.3 Extended Warranty (Comprehensive) Maintenance Services

a) The Contractor extended warranty integrates the Manufacturer warranty for scope coverage.

b) The Contractor warranty certificate shall be in the name of the Purchaser's final Beneficiary.

c) Additional Extended Warranty (Comprehensive) maintenance services, optional to the Purchaser, shall begin from the date of Final Taking Over (after initial Manufacturer warranty has elapsed). The Contractor shall price the optional (5) five-year extended warranty or comprehensive maintenance services in the specified pricing schedule indicated in Part H – Schedule E for each the equipment offered under the contract.

d) The warranty shall cover the entire machine including any and all component parts, spare parts, software modules and upgrades, accessories and maintenance thereof. The warranty coverage shall be applied fully and without any cost to Beneficiary and to the users whatsoever, including but not limited to the cost of routine visits, call-outs, training, labour, spare parts, and shall be valid for unlimited consultations within the warranty period save in cases of proven misuse, intentional damage, or force majeure.

e) The Extended Warranty shall be at Contractor premises, being any cost of equipment transport or technician travelling at Contractor charge and included in the offered price.

f) Training for users and maintenance personnel shall be equivalent to OEM training or better. All personnel training shall meet commissioning service obligations specified in this special conditions of contract.

g) At least 95% of one single year of full functioning, i.e. 347 days out of 365/366 days, shall be guaranteed by the Contractor within the warranty period. In the event that the equipment supplied has been on downtime for more than five percent (5%) of one single year of the warranty period, i.e. more than 18 natural days in one single year, the Contractor shall extend the warranty period for a duration of six (6) times of the time duration when the equipment was on downtime.

h) The time elapsed between the communication about the malfunctioning equipment and the intervention on site, within the warranty period, shall be as specified in the response times tabulated in Part H - Schedule B.

i) If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in Part H – Schedule B, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Contractor under the contract.

j) During the warranty validity period, on-site preventive maintenance and calibration visits shall be performed according to frequency intervals as specified by the manufacturer. The Preventive/Scheduled Maintenance Plan of the visits shall be presented by the Contractor before the issuance of preliminary taking-over certification by the Purchaser. During the site-visits a concise additional training shall be provided to the users and to the maintenance personnel.

k) During on-site maintenance and calibration visits a short user-training update shall be carried out by the Contractor.

40.4 Corrective Maintenance (CM) Services:

a) The Contractor shall provide prompt onsite response to corrective maintenance requests and minimize downtime of faulty or malfunctioning equipment. The Contractor response times shall comply with requirements of Part H - Schedule B.

b) Personnel responding to service repair or emergency requests shall be sufficiently competent to resolve the problem or at least identify or isolate the problem. The Contractor shall be liable for costs incurred during repetitive site visits due to failure to isolate the problem and or rework of any form by the responding personnel.

c) Replacement maintenance personnel shall be equivalent or better and their competency and experience shall be in accordance with the terms and conditions of this contract.

d) In case of "emergency repair calls for critical equipment" the Contractor shall provide onsite response within agreed time frames in Part H – Schedule B. Repair work shall be completed with the stipulated timeframes in the schedule of response times.

e) Prior to performing corrective maintenance services at the equipment location, the contractor shall report to the Purchaser's beneficiary or any other duly authorised representative at the health facility to announce themselves and request access to the equipment needing repairs. The contractor shall not proceed to execute corrective maintenance services without obtaining approval from the beneficiary or the authorised representative.

f) During corrective maintenance, the Contractor shall complete performance inspections on the repaired equipment in accordance with OEM specifications. A signed report by the clinical engineer detailing full results of the performance inspection shall be submitted to the Purchaser or any duly authorised representative certifying the equipment safe for use. Contractor job-cards shall not represent performance inspection certificates.

g) The Purchaser or any other duly appointed representative reserves the right to witness execution of any or all corrective maintenance services performed by the Contractor.

h) The Contractor shall provide the Purchaser's final beneficiary with detailed written information that:

(i) Describe procedures for obtaining technical assistance and repair services in the event of equipment failure or malfunction. A 24-hour contact telephone number shall be provided and displayed onsite, and the said number shall be contactable at all times. Names of contact persons and their job titles authorised within terms and conditions of this contract shall be displayed at the exact equipment locations.

(ii) Describe the general activities that Purchaser's employees should perform when responding to equipment failure, including guidelines to be used when responding and interpreting alarm codes.

(iii) Describe the procedures used to set-up and test the equipment before use, including settings for set-up and testing.

(iv) Describe for equipment users how to identify and obtain equipment accessories or consumables, including manufacturer part numbers.

40.5 Spare parts:

a) Spare parts used must be OEM or meet or exceed OEM specifications.

b) The maintenance services and equipment spare parts shall be available directly in the Republic of South Africa at Eastern Cape regional level for maintenance and spare parts access. The Contractor shall maintain availability of spare parts and effectively complete corrective maintenance services with completion times specified in Part H, Schedule B.

c) The Purchaser reserves the right to request the original OEM pricing for the spare parts offered by the Contractor, indicating discounts offered by the OEM if any. The Contractor shall at all times provide such true information as in when required by the Purchaser or any duly appointed Clinical Engineer.

d) The Contractor shall not service-exchange faulty equipment spare-parts with used or reconditioned spare parts without written approval by the Purchaser. Where service exchange is an option, the Contractor shall value and price used service exchanged spare parts against the equivalent new for comparison. Where service exchange parts are selected by the Purchaser, the Contractor shall provide one year warranty cover or equivalent to the longest equipment service interval as per OEM specifications.

40.6 Calibration and testing equipment:

a) Upon taking over the contract services, the Contractor shall have all required test and calibration instruments. The contractor shall only use test equipment calibrated by an independent SANAS approved firm or the OEM for the test equipment. The contractor shall maintain records of certification for the expected life-span of the equipment.

b) At all times the Contractor shall use calibrated and safe test equipment to perform commissioning and maintenance services required by the terms and conditions of this contract. The contractor shall furnish up-to-date annual calibration certificates for test equipment for each equipment service. The Purchaser or any approved duly appointed representative has the right to request and audit test equipment calibration certificates during maintenance services

c) The Contractor shall ensure that relevant medical equipment is calibrated as part of the Service Contract and is labelled accordingly. The equipment shall be calibrated by competent personnel and the Contractor shall develop and implement a system to ensure quality control.

d) The Contractor shall develop and implement a procedure for assigning inspection intervals for equipment included in this contract. The procedure should document the goals of the equipment inspection and demonstrate how the intervals selected are consistent with those goals. The results of inspection shall be documented.

40.7 Sub-contractors:

a) For the commissioning maintenance services, the Contractor may sub-contract services via long term or single services contract to Sub-contractors. The costs of such contracts must be borne by the Contractor.

b) The Contractor is required to prepare and submit a list of equipment that would be sub-contracted for maintenance to Health Technology for approval. Such services may include preventive maintenances, repairs and spare parts.

40.8 Write-off rights:

a) In case the cost of maintenance and repair exceeds the value of the equipment/part, the Contractor shall obtain approval from the Purchaser to either still to carry out the repair or write-off the equipment/part. The Contractor does not have the right to write-off the equipment/part without previous written consent and approval from the Purchaser.

b) The Contractor may not remove equipment or any part from the Purchaser's site without obtaining written approval from the Purchaser or any other duly authorised representative.

41 ORGANIZATION OF CONTRACT EXECUTION

41.1 The Eastern Cape Department of Health will be the executing Government Department for the commissioning and maintenance programme. The HT directorate shall be responsible for carrying out monitoring and oversight to the overall programme.

41.2 The Purchaser's HT project manager or any duly authorised representative shall actively participate in the development and implementation of the overall commissioning and maintenance services and contractor obligations.

41.3 The Purchaser or any duly appointed representative shall evaluate the performance of the Contractor and according to contractual arrangement and verify value for money on payments made to the Contractor.

41.4 Sufficient highly skilled engineers and technicians in the field of clinical or biomedical engineering must be availed by the Contractor to perform maintenance service obligations and provide user training for all equipment in the inventory of the Purchaser's data system.

41.5 Sufficient and suitable workshop space must be made available by the Contractor to perform all work assigned and stipulated in this contract. Infection control protocols and compliance to requirements of the Occupational Health and Safety Act must be maintained by the Contractor.

41.6 The Purchaser's HT directorate shall receive monthly and quarterly reports of indicators that allow the organization to determine compliance with the medical equipment maintenance management programme. The Contractor shall follow the developed indicators that reflect the performance on commissioning services, scheduled PM and corrective maintenance services carried out.

42 OFFICE OPERATION OF THE CONTRACTOR

42.1 The commissioning and maintenance services provided by the contractor in this contract shall be accessible and the Contractor shall put systems in place for the said services to be located within a 50 km radius of major cities or towns in the Purchaser's region. The Purchaser shall not reimburse the Contractor for subsistence and travelling costs incurred for services performed for Health Facilities within the specified 50 km radius. Where the Contractor has failed to make the said contract services accessible within the specified 50km radius, the Purchaser may refuse liability for costs incurred for subsistence and traveling by the Contractor and the contractor shall carry the relevant costs.

42.2 The Contractor shall provide general maintenance services during normal working hours, during which the maintenance services with respect to the equipment shall be rendered on regular working days (Monday to Friday) between 08.00 and 17.00 hours, with weekends and public holidays excluded.

42.3 The Service Provider shall provide 24 hours on-call services a day for emergency repair at health facilities (on Critical Equipment only) and will follow the response times as indicated in Part H – Schedule B.

PART G: RETURNABLE CONTRACT FORMS

SUMMARY LIST OF RETURNABLE CONTRACT FORMS:

Form No.1: Authorisation to Sign
Form No.2: Authorisation Declaration (SBD1)
Form No.3: Summary Form of Offer
Form No.4: Bidder's Disclosure (SBD 4)
Form No.5: Personnel Strength Assessment Form
Form No.6: Joint Venture Disclosure Form
Form No.7: Preference Points Claim Form (SBD 6.1)
Form No.8: Contractual Agreement

FORM No.1: AUTHORISATION TO SIGN

I ....., certify that I am..... (Secretary any

other duly authorised official) of the .....(company/firm name

formed and operating under the laws of..... (country/state) and

that..... (name of authorised signatory) who signed the bid

is authorized to bind the company/firm by authority of its governing body.

_____

(Secretary/Authorised Official)

Certificate as to corporate principal bind

FORM No.2: AUTHORISATION DECLARATION

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BID

From:

Name of Bidder ……

Postal Address ……

Physical Address ……

Telephone Number (Code)…… (Number)……

Cell phone Number……

Fax Number (Code)…… (Number)……

VAT/Tax Registration Number……

Copy of the CSD registration submitted? YES / NO

ARE YOU THE AUTHORISED REPRESENTATIVE IN THE RSA

FOR THE GOODS AND SERVICES OFFERED BY YOU? YES / NO (IF YES ENCLOSE PROOF)

To: The Eastern Cape Department of Health ("the Purchaser")

Subject: Bid in Response to Bid Notice Number:-……

We hereby offer the Goods/equipment and services as listed in the contract documents of this bid.

Our quotations are shown in the attached contract forms. We will provide the services at the firm prices quoted and in full compliance with the terms and conditions of the attached bid documents.

Our bid offer remains valid until (Date)……

Authorised Signatory:-…… Date……

Capacity of Authority……

FORM No.3: TENDER SUMMARY FORM OF OFFER

Equipment/Device:	Make:	Model:
Supplier/Contractor Name:	Manufacturer Name:	Supplier/Contractor Contact & Tel.
Manufacturer recommended device life-expectancy? Yrs.	Remaining length of time before End-of-Life (EOL)? Yrs.	Length of time device has been on the market? Yrs.
Parts and service manuals available? Y/N	IEC601 Classification	CE or equivalent mark? Y/N
User manuals available? Y/N	Original OEM warranty period? Yrs.	Supplier/Contractor warranty offered Yrs.

Equipment unit price	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Discount price (where applicable)	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Software and licences total price (where applicable)	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Accessories and transducers total price	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Consumables total price	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Unit installation and commissioning cost	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)

Total 5-years PM and service call-outs option - Total price (Year 3 to 7)	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Total 5-years Comprehensive extended warranty option - Total price (Year 3 to 7)	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
VAT.	**ZAR. (year 1)**	**ZAR. (year 2)**	**ZAR. (year 3)**
Total Price (incl. VAT)	**ZAR (year 1)**	**ZAR (year 2)**	**ZAR (year 3)**
In Words (ZAR – year 1) :			
In Words (ZAR – year 2) :			
In Words (ZAR – year 3) :			
Authorised signatory Name:	**Capacity of Signatory:**	**Signature:**	**Date:**
Witness Name:	**Signature**		**Date:**

FORM No.4: BIDDER'S DISCLOSURE

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.3 Do you, or any person connected with the bidder, have a relationship

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

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

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

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

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

3.6 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

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

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

to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

FORM No.5: PERSONNEL STRENGTH ASSESSMENT FORM

All Bidders shall furnish resume of their key personnel whose role and function are directly and indirectly relevant to the project for each position below. The number of position below does not reflect the number of engineers/technicians required for the service contract but shall demonstrate that the Bidder has already qualified manpower available. The bidder shall propose a brief introduction as well as a structure of a project team in implementing this project with the personnel listed below.

Type of Designation	Responsibility	Proposed Candidate (Full Name, Surname and ID Number)
1. Application Specialist	Training to users on equipment operation, functional set-up and testing, proper application, appropriate handling, cleaning and storage	
2. Clinical Engineer or Engineering Technician	Maintenance and repairs to equipment for continued operation such that downtime is prevented. Supports and advances patient care by applying engineering and managerial skills to health-care technology	

For all the available candidates proposed above, please provide/submit their resume detailing the minimum required information below in the following format:

Resume of Candidate	
Name:	
Surname:	
Designation:	
ID Number:	
Sex (Male/Female):	
Cell No.:	
Professional Qualifications:	

Name of Present Employer:	
Employer Address:	
Telephone:	
Fax:	
Email:	
Date Joined:	
Direct Supervisor	

Working Experience over the Past Years in reverse chronological order		
From (Month/Year)	To (Month/Year)	Employer/ Position/ Project name and work scope, and or relevant experience obtained.

Please attach all copies of qualification certificates as evidence or proof.

FORM No.6: JOINT VENTURE DISCLOSURE FORM

PURCHASER/EMPLOYER	:	EASTERN CAPE DEPARTMENT OF HEALTH
CONTRACT DESCRIPTION	:	**SUPPLY, DELIVERY, INSTALL, COMMISSIONING AND MAINTENANCE OF HOLMIUM LASER SYSTEM FOR NELSON MANDELA ACADEMIC HOSPITAL**
CONTRACT NUMBER	:	

All JV partners are obliged to commit to a developmental programme in executing commissioning and maintenance service obligations specified in the contract. JV representation in the Eastern Cape shall be afforded the opportunity and full exposure to developmental activities required to perform in full all activities necessary to fulfil the commissioning and maintenance service obligations herein.

Note:

1) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.

2) A copy of the Joint Venture agreement or Pre-bid Joint Venture agreement must be attached to this form. In order to demonstrate the enterprise partner's share in the ownership, control, performance and management responsibilities, risks and profits of the joint venture.

A. JOINT VENTURE PARTICULARS

Name :

Postal address :

Physical address :

Telephone **Fax :**

Email address

B. IDENTITY OF EACH ENTERPRISE PARTNER

No. 1

Name *(lead partner)* :

Postal address :

Physical address :

Telephone : Fax :

Contact Person :

TAX/VAT. No :

No. 2

Name *(non-lead)* :

Postal address :

Physical address :

Telephone : Fax :

Contact Person :

TAX/VAT No. :

No. 3

Name :

Postal address :

Physical address :

Telephone : Fax :

Contact Person :

TAX/VAT No. :

C. OWNERSHIP OF THE JOINT VENTURE

	No.1	**No. 2**	**No. 3**
a) Percentage Work Split	.....%	.....%	.....%

b) Percentage Ownership in respect of JV	:	.....%	.....%	.....%
c) Profit and Loss Sharing	:	.....%	.....%	.....%
d) Initial Capital Contribution (+/-)	:	R.....	R.....	R.....
e) Estimated Ongoing Capital Contribution	:	R.....	R.....	R.....
f) Key Personnel and Test or Calibration Equipment Contribution		.....	.....	.....

D. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

E. BID SUBMISSION REQUIREMENTS OF THE JOINT VENTURE

The JV is required to compile and submit the following which all the members of the JV are in agreement with;

- Letter of Intent to enter into Joint Venture and/or signed Joint Venture or Pre-Bid Joint venture agreement.
- Valid original Tax Clearance Certificates for each of the partners in the JV.
- Consolidated BEE Certificates for the JV partners.

F. PRE CONTRACT AWARD REQUIREMENTS OF THE JOINT VENTURE

The JV is required to conclude and submit the following prior to being issued with the letter of awarded;
Detailed breakdown on the commissioning and maintenance services scope of works for each of the JV members with the responsibility of each within the JV.
Copies of all written agreements between partners concerning the contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.

The final JV agreement entered into by all members in which details of the contribution of capital and equipment is listed; The commitment of management, tools, supervisory and key personnel employed by each enterprise partner to be dedicated to the performance of this Contract.

G. **DECLARATION**

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Purchaser with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by the Purchaser or any duly authorised representatives.

Signature	:	.....
Name	:	.....
Duly authorised to sign on behalf of	:	.....
Address	:	.....
Telephone	:	.....
Fax	:	.....
Date	:	.....

FORM No.7: PREFERENCE POINTS CLAIM FORM

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the Organ of state

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

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

b) 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals		(20%) 4		
Women		(20%) 4		
Youth		(20%) 4		
Disability		(20%) 4		
Military Veteran		(10%) 2		
Locally based entity in Eastern Cape		(10%) 2		
Total		**(100%) 20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

FORM No.8: CONTRACTUAL AGREEMENT

1. This agreement is the entire contract between the parties regarding the matters addressed herein. No representations, terms, conditions or warranties, obligations not contained in this agreement shall be binding on the parties. No agreement or addendum, varying adding to, deleting or terminating this agreement including this clause shall be effective unless reduced in writing and signed by both parties.

2. **Contracting Parties:**

   (i) **EASTERN CAPE DEPARTMENT OF HEALTH (the "Purchaser")**

   Physical Adress:-_____

   Tel:-_____ Fax:-_____

   (ii) **Contractor:-**_____

   Physical Address:-_____

   Tel:-_____Fax:-_____

   Tax / VAT No:-_____

3. Signature of the contracting **parties**:

   Thus done and signed at _____ on _____

   _____ _____

   (Name of signatory) for and on behalf of the **Purchaser** who by signature hereof warrants authorization hereto

   _____

   Capacity of signatory)

   _____

   as Witness (1) for the purchaser

   Thus done and signed at_____on_____

   _____ _____

   (Name of signatory) for and on behalf of the **Contractor** who by signature hereof warrants authorization hereto

   _____

   Capacity of signatory)

   _____

   as Witness (2) for the contractor

   Witness (1) Name: _____ Witness (2) Name:_____

   Address: _____ Address:_____

PART H: SCHEDULES

SUMMARY LIST OF SCHEDULES:

Schedule A: Functionality Evaluation Criteria
Schedule B: Response Times
Schedule C: Proposed Personnel Fees
Schedule D: Equipment Specifications
Schedule E: Pricing Schedules

A. FUNCTIONALITY EVALUATION CRITERIA

1) The functionality evaluation will be conducted in terms of the evaluative dimensions set-out hereunder where bidders must score a minimum threshold of Seventy (70) out of Ninety (90) points to qualify for stage 3 (Price and BEE) evaluation. Bidders who fail to meet the minimum threshold will be disqualified.

☐ Technical Specifications (Ts)

The composition of the technical specifications includes the equipment specification and the related equipment pricing schedule. All equipment being tendered for must comply with specification requirements, failure to comply with any of the conditions set out in returnable Equipment Specifications and Pricing Schedule (Part H – Schedule D and E) will result in bid disqualification. Please note that where the specification calls for "certification", this certification must accompany the bid, failure to provide such certification will result in immediate disqualification.

☐ Usability and Application (UA)

The bidder must propose an Application Specialist for the equipment technology offered available to perform commissioning services. The returnable personnel strength assessment form (Part G – Form No.7) must be completed, duly signed and submitted with the bid. Personnel qualification certificate/s must be attached and submitted with the bid as proof. Personnel experience records or resumes and on the job proof of certification must be submitted together with minimum three (3) contactable references.

☐ Maintainability and Serviceability (Ms)

The bidder must propose a Clinical Engineer for the equipment technology offered available to perform commissioning and maintenance services. The returnable personnel strength assessment form (Part G – Form No.7) must be completed, duly signed and submitted with the bid. Qualification certificate/s must be attached and submitted with the bid as proof. Personnel experience records or resumes and on the job proof of certification must be submitted together with minimum (3) contactable references.

☐ Accessibility and Service Support (As)

The bidder must validate to the Purchaser accessibility of the services offered by submitting proof of address in reference to the Purchaser's health service region.

2) The criteria and scores in respect to each evaluative dimension for functionality are set-out as follows:

Criteria	Scoring Matrix and Points	Maximum Score	Evidence or Proof
Technology Specifications (Ts)	Compliance to total equipment specifications in Part H, Schedule D ✓ Greater than 99.5% compliance = 40 ✓ From 94.5% up-to 99.4% compliance = 35 ✓ From 89.5% up-to 94.4% compliance = 30 ✓ From 79.5% up-to 89.4% compliance = 20 ✓ below 79.5% compliance = 0	40	Responsiveness to items of specification specifications, and can be referenced to OEM Brochures and Specification documents

Usability and Application - (UA)	Qualifications for the proposed application specialist in clinical engineering or clinical field. ✓ Diploma (NQF 6) or Higher = 10 ✓ Other Lower Certificate or Non-medical Field Qualification =0	10	Attach and submit copies of Qualification Certificates for the Application Specialist with the bid. Foreign Qualifications to be supported by a SAQA verification document.
	Experience and manufacturer certification for the proposed application specialist providing user-training on the equipment "Make" offered: ✓ Above 5 years and certified = 10 ✓ 2 to 4 years and certified = 7 ✓ Below 2 years and certified = 5 ✓ Not certified = 0	10	Attach and submit a resume/CV for the Application Specialist/s with the bid, or complete in full returnable Form No.7; And Attach and submit copies of Training Certificates issued by the Manufacturer to the Application Specialist for the "Make" offered.
Maintainability and Serviceability (Ms)	Qualifications for the proposed clinical engineer in a clinical/electrical/mechanical engineering field: ✓ Diploma (NQF 6) or Higher = 10 ✓ Other Lower certificate =0	10	Attach and submit copies of Qualification Certificates for the Clinical Engineer to the bid. Foreign Qualifications to be supported by a SAQA verification document.
	Experience and manufacturer certification for the proposed clinical engineer performing repairs and maintenance on the equipment: ✓ Above 5 years and certified =5 ✓ 2 to 4 years and certified = 4 ✓ Below 2 years and certified = 3 ✓ Not certified = 0	10	Attach and submit a resume/CV for the Mechanical or Electrical technician clinical engineer with the bid or complete in full returnable Form No.7; And Attach and submit copies of Training Certificates issued by the Manufacturer to the clinical engineer for the "Make" offered.
Accessibility and Support (As)	Service support location and access to spare-parts: ✓ EC Representation with direct access to Manufacturer spare parts within EC = 10 ✓ EC Representation without direct access to Manufacturer spare parts = 5 ✓ Other = 0	10	Attach and submit proof of Address for local representation in the form of a Municipal Account/Telkom/Eskom/Lease agreement; And Attach and submit a Letter from the Manufacturer confirming direct access to spare parts in the region by the Bidder and or Service agent.
Maximum possible functionality score (Fs):		90	

3) The total score for functionality points will be calculated using the following formula:
    g) $F_S = T_S + U_A + M_S + A_S$, where:
    h) F_S: represents the total functionality score
    i) T_S: represents the points scored for compliance to specification
    j) U_A: represents the points scored for usability and application
    k) M_S: represents the points scored for maintainability and serviceability
    l) A_S: represents accessible service support and manufacturer spare-parts

Bidders should submit ALL relevant documents as indicated on the "Evidence/Proof" column on the functionality table above. Failure to submit any required documents for each criteria will result in a score of zero (0).

B. RESPONSE TIMES FOR REACTIVE MAINTENANCE

The response time is the time it takes for contractor to be onsite after receiving a request for maintenance and repairs. The Contractor shall provide 24 hours on call services a day for emergency repair at Critical equipment and will follow the response time as indicated in the TABLE below. In addition, Tactical equipment must be repaired within 7 days of the original work order request date. Equipment designated as Critical must be repaired within 3 days. If the equipment is not repaired within this time frame the Employer has the right to impose penalties and seek other repair options elsewhere.

Equipment Type	PERFORMANCE INDICATORS			
	Priority (Critical = C /Tactical = T/ Other = O)	Response Time (hrs)	Coverage Hours (hrs)	Completion Time (Days)
Anaesthesia Delivery Units	Critical	8 hrs	All hrs	3 days
Analyser, Blood Gas	Tactical	24 hrs	Working hrs	7 days
Analyser, Oxygen	Critical	24 hrs	All hrs	3 days
Bilirubinometer	Critical	24 hrs	Working hrs	7 days
Blender, Oxygen	Critical	8 hrs	All hrs	3 days
BIPAP Unit	Critical	8 hrs	All hrs	3 days
C-Arm General	Tactical	24 hrs	Working hrs	7 days
Cardiotocographs (CTGs)	Critical	8 hrs	All hrs	3 days
Cast Cutter, General	Tactical	24 hrs	Working hrs	7 days
Chest Bucky Unit, X-Ray	Critical	8 hrs	All hrs	3 days
Colposcope, General	Tactical	24 hrs	Working hrs	7 days
CPAP Unit	Critical	8 hrs	All hrs	3 days
CT Scanner, General	Critical	8 hrs	All hrs	3 days
Defibrillator, AED	Critical	8 hrs	All hrs	3 days
Defibrillators, Monitor	Critical	8 hrs	All hrs	3 days
Defibrillator, Monitor/Pacer	Critical	8 hrs	All hrs	3 days
Dental Unit	Tactical	24 hrs	Working hrs	7 days
Dental Scaler	Tactical	24 hrs	Working hrs	7 days
Dermatome	Tactical	24 hrs	Working hrs	7 days
Dialysis Unit	Critical	8 hrs	All hrs	3 days
Diathermy Unit, General	Critical	8 hrs	All hrs	3 days
Doppler Unit, Obstetric	Critical	8 hrs	All hrs	3 days
Electrocardiograph (ECGs)	Tactical	24 hrs	Working hrs	7 days
Electrosurgical Unit	Critical	8 hrs	All hrs	3 days
Fluoroscopy Unit, General	Tactical	24 hrs	Working hrs	7 days
Humidifier	Tactical	24 hrs	Working hrs	7 days
Hyfrecator	Critical	8 hrs	All hrs	3 days
Incubator, Infant	Critical	8 hrs	All hrs	3 days
Incubator, Infant Transport	Critical	8 hrs	All hrs	3 days
Lamp, Examination	Tactical	24 hrs	Working hrs	7 days
Lamp, Surgical	Critical	8 hrs	All hrs	3 days
Mammography Unit	Tactical	24 hrs	Working hrs	7 days
Module, Anaesthetic Gas	Critical	8 hrs	All hrs	3 days
Module, Cardiac Output	Critical	8 hrs	All hrs	3 days
Module, CO2	Tactical	24 hrs	Working hrs	7 days
Module, ECG	Tactical	24 hrs	Working hrs	7 days
Module, NIBP	Tactical	24 hrs	Working hrs	7 days

Module, IBP	Critical	8 hrs	All hrs	3 days
Module, Respiration	Tactical	24 hrs	Working hrs	7 days
Module, SPO2	Critical	24 hrs	Working hrs	7 days
Module, Temperature	Tactical	24 hrs	Working hrs	7 days
Monitor, Apnoea	Critical	24 hrs	Working hrs	7 days
Monitor, Heart Rate	Critical	24 hrs	Working hrs	7 days
Monitor, Patient	Tactical	24 hrs	Working hrs	7 days
Monitor, Vital Signs	Tactical	24 hrs	Working hrs	7 days
Monitor, Ventilation	Critical	8 hrs	All hrs	3 days
Nebulizer, Ultrasonic	Tactical	24 hrs	Working hrs	7 days
Nebulizer, Heater	Tactical	24 hrs	Working hrs	7 days
Oximeter, Pulse	Tactical	8 hrs	Working hrs	7 days
Pacemaker, Cardiac External	Critical	8 hrs	All hrs	3 days
Pacemaker, General	Critical	8 hrs	All hrs	3 days
Phototherapy Unit	Critical	24 hrs	Working hrs	3 days
Processor, X-Ray Digital	Critical	8 hrs	All hrs	3 days
Processor, X-Ray Film	Critical	8 hrs	All hrs	3 days
Pump, Blood	Critical	24 hrs	Working hrs	3 days
Pump, Breast	Tactical	24 hrs	Working hrs	7 days
Pump, Feeding	Tactical	24 hrs	Working hrs	7 days
Pump, Infusion	Critical	8 hrs	All hrs	3 days
Pump, Portable Suction	Critical	8 hrs	All hrs	3 days
Pump, Syringe	Critical	8 hrs	All hrs	3 days
Resuscitator, Infant	Critical	8 hrs	All hrs	3 days
Scale, Adult	Tactical	24 hrs	Working hrs	7 days
Scale, Infant	Tactical	24 hrs	Working hrs	7 days
Sphygmomanometer	Tactical	24 hrs	Working hrs	7 days
Spirometer	Tactical	24 hrs	Working hrs	7 days
Sterilizer, Flash	Tactical	24 hrs	Working hrs	7 days
Sterilizing Unit, Steam	Tactical	24 hrs	Working hrs	7 days
Sterilizing Unit, Steam, Table-top	Tactical	24 hrs	Working hrs	7 days
Table, Examination	Tactical	24 hrs	Working hrs	7 days
Table, Obstetrical	Critical	8 hrs	Working hrs	3 days
Table, Orthopaedic	Critical	24 hrs	Working hrs	3 days
Table, Surgical	Critical	8 hrs	Working hrs	3 days
Tourniquet	Tactical	24 hrs	Working hrs	7 days
Ultrasound, Diagnostic	Critical	8 hrs	All hrs	3 days
Ultrasound, Probe	Critical	8 hrs	All hrs	3 days
Vaporiser, Anaesthesia	Critical	8 hrs	All hrs	3 days
Ventilator, Anaesthesia	Critical	8 hrs	All hrs	3 days
Ventilator, Adult	Critical	8 hrs	All hrs	3 days
Ventilator, Neonatal/Paediatric	Critical	8 hrs	All hrs	3 days
Ventilator, Oscillator	Critical	8 hrs	All hrs	3 days
Ventilator, Portable/Transport	Critical	8 hrs	All hrs	3 days
Warmer, Blanket	Tactical	24 hrs	Working hrs	7 days
Warmer, Blood/Solution	Critical	8 hrs	All hrs	3 days
Warmer, Infant, Radiant	Critical	8 hrs	All hrs	3 days
X-Ray Unit, Dental	Tactical	24 hrs	Working hrs	7 days
X-Ray Unit, General, Fixed	Critical	8 hrs	All hrs	3 days

X-Ray Unit, Mobile	Tactical	24 hrs	Working hrs	7 days
X-Ray Unit, Panoramic	Tactical	24 hrs	Working hrs	7 days

C. PROPOSED PERSONNEL FEES

1. The Bidder shall propose rates which may be used for incidental services not covered under the contract. In case travel costs are incurred such cost will be based on rates used by DRPW for public works.

Type of Designation	Responsibility	Proposed Hourly Rate (ZAR)
1. **Application Specialist**	Training to users on equipment operation, functional set-up and testing, proper application, appropriate handling, cleaning and storage	
2. **Clinical Engineer**	Supports and advances patient care by applying engineering and managerial skills to health-care technology	
3. **Clinical Engineering Technician**	Maintenance and repairs to equipment for continued operation such that downtime is prevented.	

D. EQUIPMENT SPECIFICATIONS

Bidders must to all requirements of the specification in full. All specification responses must be correctly referenced to original equipment manufacturer documents, page numbers and sections.

1	**NON-NEGOTIABLE/MANDATORY REQUIREMENTS - MEDICAL EQUIPMENT (Failure to comply with any of the non-negotiables will lead to disqualification of the bidder)**	**Technical Reference/ Index Page Number**	**Weights : 5 or 0**	**Compliance (YES/NO)**
1.1	Holmium laser system must be 120 wats and above, suitable for endoscopic surgery in many clinical specialities and mostly used in urology for treatment of stones, BPH and tumours.		Y/N	
1.2	FDA/CE number with the directive certificate of approved accreditation body shall be supplied indicating the model specific of equipment offered. Bidders to attach CE certificate/FDA documentation		Y/N	
1.3	The ISO 9000 or ISO 13485 certificate of manufacturer shall be attached.		Y/N	
1.4	A signed letter from the registered manufacturer (on the Manufacturer letterhead) supporting and underwriting the vendor as the accredited and certificated vendor in South Africa for safe distribution, service and maintenance		Y/N	
1.5	The Life-expectancy of the equipment offered must be 7-years or better before manufacturer end-of-life. Attach manufacturer letter confirming remaining life-expectancy before end-of life. Upgrade costs during this period shall be carried by the contractor and or manufacturer.		Y/N	
1.6	Minimum of 2-year warranty should be included in the basic price. Warranty		Y/N	

	must include any repairs and calibration.			
1.7	In case of equipment breakdown, the successful bidder will be required to provide a loan unit to the institution		Y/N	
1.8	The unit must be supplied with all standard accessories for the unit to be fully functional, which should include the first set (starter pack) of consumables (where applicable)		Y/N	

2.	**TECHNICAL SPECIFICATION**	**Technical Reference/ Index Page Number**	**Weights: 5 or 0**	**Compliance (YES/NO)**
2.1	The holmium laser must have a minimum optical power of 100 - 120 W			
2.2	The wavelength of the holmium laser to be 2.1 µm.			
2.3	The repetition rate to be 5 – 120 Hz			
2.4	The pulse energy to be 0.2 – 6 J			
2.5	It must have dual pedal footswitch			
2.6	Pulse width must be adjustable (short, medium and long)			
2.7	The aiming beam must be green			
2.8	It must come with a fibre support arm			
2.9	It must be able to use reusable fibres			
2.10	It must have built-in water-cooling system			
2.11	Emergency stop button must be on the front of the laser to immediately disable emission of the laser energy			
2.12	Control screen must be LCD monitor that allows clinicians to select treatment settings			
2.13	Control screen to be securely placed on top of the machine			
2.14	The weight between 140 – 280 kg			
2.15	It must be mobile and easily moved around the theatre			

2.16	The minimum of two wheels must be lockable			
2.17	I must have a built in power supply that powered by 220 -250VAC			
2.18	The length of the power cord must be a minimum of 5 metres			

1. PRICING SCHEDULES

1. Bidders must complete in full the pricing schedules (Annexure 1, 2& 3). The bidder must complete the pricing schedule for each and every equipment item offered in this bid.
2. Bidders must indicate by selecting the items being offered from the list below.
3. During any stage of procurement and execution of the contract, the Purchaser reserves the right to select priority items from the priced list excluding unwanted items, as in when required by the health service.
4. The Purchaser reserves the right to participate in National Treasury Contracts and procure similar equipment and products from such contracts as in when required by the health service.

ANNEXURE 1- PRICING SCHEDULE

Spec Ref No	Component	Qty.	Part No.	Price Excluding VAT
1.1	**HOLMIUM LASER SYSTEM**	1		
1.2	**Standard Accessories**			
1.2.1	Reusable Fiber	1		
1.2.2	Dual pedal footswitch	1		
1.2.3	Fiber strip	1		
1.2.4	Fiber cutter			
2.3.1	A 5-year preventative maintenance and service (Year 3 to Year 7) should be quoted for, as per the SCC document.	1		
2.3.2	A 5-year comprehensive extended warranty (Year 3 to Year 7) must be quoted for, as per the SCC document.	1		
	SUB TOTAL			

	Add 15% VAT			
	TOTAL			

TOTAL PRICE OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO

R_____

(Amount brought forward from Form of Offer and Acceptance) *

AMOUNT IN WORDS: _____

Signed by authorised representative of the Tenderer: _____

***Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.**

ANNEXURE 2: PRICE SCHEDULE (Optional Extras)

Spec Ref No	Component	Qty	Part Number	Price Excluding VAT

	SUB TOTAL			
	Add 15% VAT			
	TOTAL			