Official Stamp:

Receipt No. : _____
Document Issued By : _____
Signature : _____

Province of the
EASTERN CAPE
HEALTH

EASTERN CAPE PROVINCIAL GOVERNMENT

BID NUMBER: SCMU3-21/22-0222-NMA

Document Price: R100

Appointment of Service Provider for the Planning, Design, Construction, Supply & Installation of an Oncology Unit Linear Particle Accelerator and Bunker Unit (Radiotherapy Services) At Nelson Mandela Central Academic Hospital (ECDoH) (36 Months)

ISSUED BY:

EC Department of Health
Nelson Mandela Central Academic Hospital
Sisson St, Fort Gale, Mthatha, 5100

NAME OF BIDDER: ……

TOTAL BIDDER PRICE (all inclusive): ……

(Also in Words): ……

Province of the
EASTERN CAPE
HEALTH

PART A

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*EASTERN CAPE DEPARTMENT OF HEALTH*)					
BID NUMBER:	**SCMU3-21/22-0222-NMA**	CLOSING DATE:	**15 October 2021**	CLOSING TIME:	**11H00**
DESCRIPTION	**Appointment of Service Provider for Planning, Design, Construction, Supply & Installation of an Oncology Unit Linear Particle Accelerator and Bunker Unit (Radiotherapy Department) At Nelson Mandela Central Academic Hospital (ECDoH) (36 Months)**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
SUPPLY CHAIN MANAGEMENT UNIT					
1ST FLOOR FINANCE DEPARTMENT,					
NELSON MANDELA CENTRAL ACADEMIC HOSPITAL					
MTHATHA					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MR P MTHELELI**	CONTACT PERSON	**MR P MTHELELI**
TELEPHONE NUMBER	**040 608 9501/083 303 3728**	TELEPHONE NUMBER	**040 608 9501 / 083 303 3728**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Philasande.mtheleli@echealth.gov.za**	E-MAIL ADDRESS	**Philasande.mtheleli@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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: .....

Province of the
EASTERN CAPE
HEALTH

Appointment of Service Provider for the Planning, Design, Construction, Supply & Installation of an Oncology Unit (Radiotherapy Services) At Nelson Mandela Central Academic Hospital (ECDoH) (36 Months)

Revision			
Drafted By	**Date: 10/09/2021**	**Name: G. Ndlovu**	**Signature:**
Reviewed By	**Date: 10/09/2021**	**Name: P. Mthelell**	**Signature:**
Recommended by: Programme Manager	**Date:**	**Name:**	**Signature:**
Approved By: Specification Committee	**Date: 10/09/2021**	**Name: N. Magugu**	**Signature:**
Advert Approved By:	**Date:**	**Name:**	**Signature:**

Table of Contents

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: SCMU3-21/22-0222-NMA

EASTERN CAPE DEPARTMENT OF HEALTH

NELSON MANDELA CENTRAL ACADEMIC HOSPITAL

Notice: **Appointment of Service Provider for Planning, Design, Construction, Supply & Installation of an Oncology Unit Linear Particle Accelerator and Bunker Unit (Radiotherapy Department) At Nelson Mandela Central Academic Hospital (ECDoH) (36 Months)**

1. The Eastern Cape Department of Health has pursued the services of qualified service providers and or contractors for the planning, design, construction, supply and delivery of health facilities commissioning projects. The ECDOH has extended the infrastructure and health technology commissioning and re-commissioning programme to new and existing health facilities throughout the Province of the Eastern Cape. The overall objective of the programme is to strengthen health service delivery and improve service quality in all health facilities. The programme is split into two sub-programmes: sub-programme 1: Medical equipment supply, delivery and acceptance, installation, testing and commissioning, training (use and maintenance), and handing over. Sub-programme 2: Providing infrastructure and equipment maintenance and application support services.
2. The two (2) sub-programmes aim to improve suitability, availability, utilization, safety and functionality of medical equipment and related incidental services in Public Health Facilities (hereinafter called the Final Beneficiary) of the Eastern Cape Department of Health.
3. The Eastern Cape Department of Health (hereinafter called the Purchaser) now invites sealed bids from prospective Bidders for medical equipment supply, maintenance, support and related incidental services. Interested prospective Bidders may obtain further information in respect of the Tender Documents from the office of the Purchaser.
4. A complete set of Bidding Documents written in English may be purchased by prospective bidders upon payment of a non-refundable fee of R100.00 price for each set. The documents will be available from 12h00 on **the 10 September 2021.**
5. 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.
6. Bids must be delivered to the address below at or before **11.00** hours (local time) **on the 15th October 2021** Bids will be opened in the presence of the bidders' representatives, who choose to attend in person at the address below at **11:00** hours (local time) on **the 15th October 2021.**
7. **A compulsory bid briefing session will be held at Mthatha Health Resource Centre, Nelson Mandela Central Academic Hospital, Mthatha on the 04th October 2021, at 12H00 hours,** with a view to provide an opportunity to the Bidders to interact in person with the Purchaser so that the price schedule and

other information are correctly filled in and also to ensure that the submitted bids become responsive. All prospective Bidders are invited and strongly encouraged to attend this bid briefing session.

8. 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.
9. The address referred to above is as follows:
   Tender Box at Ground Floor,

   Level 2 SCM Unit

   Nelson Mandela Central Academic Hospital

   Sissons Street, Mthatha

   Mthatha

   5099

PART B: INSTRUCIONS TO BIDDERS

1. BACKGROUND

1.1 Nelson Mandela Central Academic Hospital (NMCAH) is the only gazetted academic hospital in the Eastern Cape per the 2012 hospital categorization gazette. The hospital was identified as a National Flagship Hospital Facility and was gazetted to provide complex quaternary and tertiary services, not only for the Eastern Cape populace but serve as a National referral facility.

The Honourable President of the Republic of South Africa, his excellency whilst delivering his State of the Nation Address 2018, committed that in celebrating the centenary of Nelson Mandela there will be the launch of a huge cancer campaign. The minister of Health subsequently announced Nelson Mandela Academic Hospital as a Flagship project, identified for various quaternary service improvements, which include, Oncology, Cardiology and Cochlear Implants.

Nelson Mandela Central Academic Hospital is located in the OR Tambo District Municipality and serves a population of approximately 3 million. It is the main referral hospital for the rural and remote areas of the eastern part of the Eastern Cape Province and also now has been gazetted to provide national central quaternary services. This region constitutes the former Transkei, which continues to be a labour reserve for the mining industry. It is confronted, amongst other things, by an additional disease burden associated with populations that have been working in the mines. Of significance, this region has no established reliable cancer service and is dependent on the public tertiary facility in East London for radiotherapy services, there is

There is poor access to cancer awareness, early diagnosis, treatment and palliation, in the Eastern Province which includes OR-Tambo, Alfred Nzo and the greater part of Joe Gqabi Districts. In response to the need for cancer care, the NMAH has recently started a limited oncology service (without radiotherapy service) since April 2018. With the ever-increasing life expectancy in South Africa and related increase in non-communicable diseases (NCD), the number of patients with cancer is also increasing, resulting in the need for additional oncology services. In the Eastern Cape Province, there are only two integrated oncology centres, with one in Frere Hospital in East London (250 km from Mthatha), the other at Livingstone Hospital in Port Elizabeth (more than 400 km from Mthatha). This document outlines the provision of a comprehensive third oncology centre located in Mthatha at NMAH to cater for the oncology needs of patients residing in the OR Tambo (the most populated district in the province), Chris Hani, Alfred Nzo and Joe Gqabi Districts of the Eastern Cape. In South Africa neoplasms were the sixth main cause of death contributing to 8.3% of all deaths in 2013 (STATS SA, 2014). Neoplasms caused 38 034 out of 458 933 (8.3%) deaths in 2013 (STATS SA 2014). In the Eastern Cape over 4 000 deaths were caused by neoplasms i.e. 7.0% of all deaths, and similar to the national situation it also ranked sixth.

Treatment modalities for cancer include surgery, chemotherapy, radiotherapy (External Beam Radiotherapy or Brachytherapy. Radiation Therapy is one of the mainstays of the management

of the cancer patient and is recognised worldwide as the leading and essential modality for malignant cancerous treatment.

If you're scheduled for radiation therapy using a LINAC, your radiation oncologist will collaborate with a radiation dosimetrist and a medical physicist to develop a treatment plan for you. They will double-check this plan before treatment begins and implement quality assurance procedures to ensure that each treatment is delivered in the exact same manner.

- Patient safety is very important and is assured in several ways. Before treatment is delivered to the patient, a treatment plan is developed and approved by the radiation oncologist in collaboration with the radiation dosimetrist and medical physicist. The plan is double-checked before treatment is given and quality-assurance procedures are performed to ensure that the treatment will be delivered as planned.

- Quality assurance of the linear accelerator is very important. There are several systems built into the accelerator so that it will not deliver a higher dose than the radiation oncologist has prescribed. Each morning before any patient is treated, the radiation therapist performs checks on the machine to make sure that the radiation intensity is uniform across the beam and that it is working properly. In addition, the medical physicist conducts more detailed monthly and annual checks of the linear accelerator.

- Modern linear accelerators also have internal checking systems that do not allow the machine to be turned on unless all the prescribed treatment requirements are met. During treatment, the radiation therapist continuously observes the patient using a closed-circuit television monitor. There is also a microphone in the treatment room so that the patient can speak to the therapist if needed. Port films (x-rays taken with the treatment beam) or other imaging tools such as cone beam CT are checked regularly to make sure that the beam position doesn't vary from the original plan.

- Safety of the staff operating the linear accelerator is also important. The linear accelerator sits in a room with lead and concrete walls so that the high-energy x-rays are shielded and no one outside of the room is exposed to the x-rays. The radiation therapist must turn on the accelerator from outside the treatment room. Because the accelerator only emits radiation when it is actually turned on, the risk of accidental exposure is extremely low.

1.2 The objective of this programme is to establish the required contracts for Appointment of Service Provider for Planning, Design, Construction, Supply & Installation of Oncology Unit (Radiotherapy Department) At Nelson Mandela Central Academic Hospital, which is a turnkey project, 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 facilities 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 will be required to provide the following:

- The Supply, Installation, Training and Commissioning of the Radiotherapy Equipment that meets the national IUSS standards and international standards.
- The Planning, Design and Construction of the oncology (radiotherapy) unit including the bunkers as an additional facility to the hospital.
- The Equipment, Building, Training and Commission Components will al be managed through a turnkey approach.

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. SPECIFIC REQUIREMENTS FOR THE APPOINTMENT

The specialist service provider will be required to provide the following listed services related to the needs of the Eastern Cape Department of Health for the provision of a Radiotherapy in a Turnkey project development approach.

5.1 Planning

The specialist supplier will develop a Layout Plan for the Radiotherapy Unit workflow, Concept Design and update a Master Plan for the construction of the facility as part of the overall NMCAH environment to ensure that it complies with the specifications of the equipment to be installed as well as meets all applicable regulations (including national regulations) in the provision of radiation treatment.

5.2 Building Design, Technical Documentation / Construction Drawings

The specialist supplier will be required to appoint their own professional team to design and construct the building in line with the supplier's equipment specification and the standard operation of a Radiotherapy Unit that will comply with national and international standards. The concept design must cover the specific requirements of the Unit's workflow from reception to the treatment area and proximity to other hospital departments. Detailed specifications of the building components are to comply with standard building relations and other national IUSS standards.

The specialist supplier will produce the technical documentation, construction drawings and obtain all necessary approvals from the various authorities to permit the construction process to take place.

The Specialist supplier on the other hand will ensure that all necessary compliance issues are met and all licences required for the construction and operation of the unit are obtained and are in place.

The design and construction of the Radiotherapy (Oncology) unit is required to accommodate the following functional areas as per the table below:

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
1	**EXTERNAL BEAM TREATMENT**		
a	Radiation Bunker	4	2 x Bunkers (Equipped with 2 High Spec Linear Particle Accelerator Machines). 2 x Bunkers for Future Expansion (All bunker wall calculations and licenses should be approved by SAHPRA.
b	Control Console	4	
c	Changing Cubicles	4	At least once should be wheelchair friendly
d	Toilets (Patients)	3	At least once should be wheelchair friendly
e	Toilets Staff	2	
f	Sluice Rooms	2	
g	Linen Room	1	
h	Waiting Area Including Stretcher Bay	1	Must be able to accommodate at least 20 patients and 4 stretchers

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
2	**TREATMENT PLANNING UNIT**		
a	CT Scan Room and Control Area	1	**For Future Expansion:** Must be able to fit a Minimum of a 128 Slice CT Scan Machine with Large Bore of Min 80cm Diameter
b	Radiation Therapy Treatment Planning Room	2	4x Treatment Planning Stations (3 for Radio Therapy Treatment Planning and 1 for Physics Plan Verifications)
c	Mould Workshop	1	
d	Mould Storage Room	1	For the Storage of Mould Masks used for Patient Treatment
e	IT Server Room	1	For the PACS/RIS. All IT Connections must be done by Supplier.
f	Medical Physics Equipment Store Room	1	For the Storage of Dosimetry / Calibration Equipment

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
3	**BRACHYTHERAPY SUITE**		
a	Brachytherapy Bunker with Control Console	1	**For Future Expansion**: Must be able to fit a Brachytherapy Machine with transfer tubes and applicators including a C-arm. Ideally the Brachy Machine must be Adjacent to the CT-Scan Machine
b	Waiting Area Including Stretcher Bay	1	To Accommodate at Least 8-10 Patients & 2 Stretchers
c	Patient Preparation Room	1	
d	Recovery / Resuscitation Room	1	
e	Sluice Rooms	1	
f	Store Room	1	
g	Linen Room	1	

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
4	**PET SCAN SUITE**		
a	PET Scanner with Control Console	1	**For Future Expansion:** Must be able to fit a Minimum of a 128 Slice PET / CT Scan Machine with Large Bore of Min 70cm Diameter
b	Waiting Area Including Stretcher Bay	1	To Accommodate at Least 8-10 Patients & 2 Stretchers
c	Patient Preparation Room	1	
d	Recovery / Resuscitation Room	1	
e	Sluice Rooms	1	
f	Store Room	1	
g	Linen Room	1	

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
5	**GAMMA KNIFE**		
a	Gamma Knife with Control Console	1	**For Future Expansion:** Must be able to fit a Minimum of a Gamma Knife Machine and must Comply to National Standards
b	Waiting Area Including Stretcher Bay	1	To Accommodate at Least 8-10 Patients & 2 Stretchers
c	Patient Preparation Room	1	
d	Recovery / Resuscitation Room	1	
e	Sluice Rooms	1	
f	Store Room	1	
g	Linen Room	1	

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
6	**ULTRASOUND AREA**		
a	Ultrasound with Control Console	1	**For Future Expansion:** Must be able to fit a Minimum of a Gamma Knife Machine and must Comply to National Standards
b	Waiting Area Including Stretcher Bay	1	To Accommodate at Least 8-10 Patients & 2 Stretchers
c	Patient Preparation Room	1	
d	Recovery / Rescuscitation Room	1	
e	Sluice Rooms	1	
f	Store Room	1	
g	Linen Room	1	

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
7	**CONSULTATION**		
a	Waiting Area	1	To Accommodate 20 Patients
b	Consulting Rooms	4	
c	Seminar Room / Combined Clinic	1	To Accomdoate at Least 15 Participants
d	Procedure Room	1	
e	Recovery / Rescuscitation Room	1	
f	Radiation Oncologist Office (In Charge)	1	
g	Medical Physicist Officer	1	
h	Radiation Therapist Office (Area Manager)	1	
i	Operational Manager Office	1	
j	Nurses Work Station	1	
k	Sluice Rooms	1	
l	Store Room	1	
m	Pharmacy Area	1	
n	Linen Room	1	
o	Toilets Patients	3	At least once should be wheelchair friendly
p	Toilets Staff	2	

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	**Room**	**Quantity**	**Comments**
7	**RECEPTION AREA**		
a	Waiting Area	1	To Accommodate 30 People (Must also be Wheelchair Friendly for at Least 5 people)
b	Reception (General)	1	Different from HOD Reception for RO
c	Filling Room	1	Lockable, Spacious for Record Keeping for upto 15 Years. Must comply with PAIA and Archives Act. Including Electronic Patient Record System.
d	Patients Holding Bay (Beds & Stretchers)	1	Must be able to hold at least 10 patients and 5 stretchers
e	Toilets Staff	2	Male & Female
f	Toilets Patients	3	At least once should be wheelchair friendly
g	Staff Rest Room / Tea Room	1	For 15 People
h	Meeting Room	1	To Accommodate 15 People with Full Digital Meeting Capability and Projection

NMCAH RADIATION THERAPY (ONCOLOGY) UNIT			
Item	Room	Quantity	Comments
9	IN-PATIENT WARDS		
a	MALE WARD	30 BEDS	(1 X 6) Bed Ward, (2 X 4) Bed Ward, (3 X 2) Bed Ward. Each Ward with Access to own Shower and Toilet.
b	FEMALE WARD	30 BEDS	(1 X 6) Bed Ward, (2 X 4) Bed Ward, (3 X 2) Bed Ward. Each Ward with Access to own Shower and Toilet.
c	PEADATRIC WARD	5 BEDS	(1 X 6) Bed Ward, (2 X 4) Bed Ward, (3 X 2) Bed Ward. Each Ward with Access to own Shower and Toilet.
d	NEONATAL WARD	5 BEDS	(1 X 6) Bed Ward, (2 X 4) Bed Ward, (3 X 2) Bed Ward. Each Ward with Access to own Shower and Toilet.

6. CONTENTS OF BIDDING DOCUMENTS

6.1 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: Declaration of Interests (SBD 4)
  - Form No.5: Declaration of Past Supply Chain Management Practices (SBD 8)
  - Form No.6: Certificate of Independent Bid Determination (SBD 9)
  - Form No.7: Personnel Strength Assessment Form
  - Form No.8: Joint Venture Disclosure Form
  - Form No.9: Preference Points Claim Form (SBD 6.1)
  - Form No.10: 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

6.2 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.**

6.3 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.

6.4 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.

CLARIFICATION OF DOCUMENTS

6.5 Any Bidder requiring any clarification of the Tender Document may notify the Purchaser in writing at the mailing address as indicated in the Notice. The Purchaser will respond in writing to any request for clarification received no later than 3 days after the compulsory briefing or information sharing meeting. 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 who have attended the compulsory briefing or information sharing meeting.

6.6 A compulsory bid briefing session will be held as per date and time specified on the bid notice with a view to provide an opportunity to the Bidders to interact in person with the Purchaser so that the price schedule and other information are correctly filled in and also to ensure that the submitted bids become responsive. All prospective Bidders are invited to the bid briefing session.

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

15.1 All Tender Documents must be delivered in sealed envelopes, to the address and date/time specified in the Invitation for Bid.

15.2 The envelope shall be clearly marked with the wording as specified in the Invitation for Tender and with the Bidder's address.

15.3 All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic data and the hard copy may invalidate the bid for the item in question.

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

The bid will be evaluated as follows:

- **Stage 1:** Pre-qualification or administrative compliance
- **Stage 2:** Local Production and local Content (BOQ for the Building Works)
- **Stage 3:** Compliance to Technical Specification
- **Stage 4:** Price and B-BBEE Points

The stages are further detailed below

24.1 Stage 1: Pre-qualification or 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).

☐ **Declaration of Interests (SBD 4)**

Bidders must complete in full and duly sign returnable forms for declaration of interest (Part G - Form No.4) and submit with the bid.

☐ **Declaration of Past Supply Chain Management Practices (SBD 8)**

Bidders must complete in full and duly sign returnable forms for declaration of past supply chain management practice (Part G - Form No.5) and submit with the bid.

☐ **Declaration of Independent Bid Determination (SBD 9)**

Bidders must complete in full and duly sign returnable forms for declaration of independent bid determination (Part G – Form No.6) 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 (U_A)**

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) $Fs = Ts + U_A + Ms + As$, where:
   b) Fs: represents the total functionality score
   c) Ts: represents the points scored for compliance to specification
   d) U_A: 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 BEE 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 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The Bid Price: 90 (maximum 90 points)
- B-BBEE status level of contributor: 10 (maximum 10 points)

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

$$P = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

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

24.3.3 A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

24.3.4 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 or sworn affidavit in case of EMEs and QSEs at the closing date and time of the bid in order to claim the B-BBEE status level point.

24.3.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

24.3.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency or sworn affidavit will be considered for preference points.

24.3.7 Failure on the part of the bidder to comply with above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

24.3.8 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.

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

24.3.10 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.

24.3.11 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.

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

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

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

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

24.3.16 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

24.3.17 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.

24.3.18 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.

24.3.19 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.

24.3.20 Where two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

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

24.3.22 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 date
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 DECLARATION OF INTERESTS

27.1 The bidder must complete and submit with the bid a duly signed declaration of interest (SBD 4) form. The declaration of interest form is attached as Part G – Form No.4.

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

28 DECLARATION OF PAST SCM PRACTICES

28.1 The bidder must complete and submit with the bid a duly signed declaration of past supply chain management practices (SBD 8) form. The declaration of bidder's past supply chain management practices form is attached as Part G – Form No.5.

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

29 CERTIFICATE OF INDEPENDENT BID DETERMINATION

29.1 The bidder should complete and submit with the bid a duly signed certificate of independent bid determination (SBD 9) form. The certificate for independent bid determination form is attached as Part G – Form No.6 in the bid.

30 BIDDER DUE DILIGENCE

30.1 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.

31 CONTACTING THE PURCHASER

31.1 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.

31.2 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.

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

32.1 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.

33 NOTIFICATION OF AWARD

33.1 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.

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

34 SIGNING OF THE CONTRACT

34.1 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.

34.2 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

Appointment of Service Provider for Planning, Design, Construction, Supply & Installation of an Oncology Unit Linear Particle Accelerator and Bunker Unit (Radiotherapy Department) At Nelson Mandela Central Academic Hospital (ECDoH) (36 Months)

- The Purchaser reserves the right to split-award contracts to more than one preferred bidder for the same equipment type or item.
- 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.
- 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.
- Where two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 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.
- The contract is rates / item price based and will be utilized on an as and when required principle.

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 (5) 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: Declaration of Interest (SBD 4)
Form No.5: Declaration of Past SCM Practices (SBD 8)
Form No.6: Certificate of Independent Bid Determination (SBD 9)
Form No.7: Personnel Strength Assessment Form
Form No.8: Joint Venture Disclosure Form
Form No.9: Preference Points Claim Form (SBD 6.1)
Form No.10: 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) **SBD 1**

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: DECLARATION OF INTEREST

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:-……

2.2 Identity Number:-……

2.3 Position occupied in the Company (director, trustee, shareholder[2], member):-

……

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:-

……

2.5 Tax Reference Number:-……

2.6 VAT Registration Number:-……

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

[1]"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

Name of state institution at which you or the person connected to the bidder is employed: - .....

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

Any other particulars:-

.....

.....

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

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

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

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

.....

.....

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

2.8.1 If so, furnish particulars:

.....

……

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

2.9.1 If so, furnish particulars: -

……

……

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

2.10.1 If so, furnish particulars:-

……

……

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

2.11.1 If so, furnish particulars:-

……

……

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

Full Name:	**Identity Number:**	**Personal Income Tax Reference Number:**	**State Employee Number / Persal Number:**

4. DECLARATION

I, THE UNDERSIGNED (FULL NAME)……
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

FORM No.5: DECLARATION OF PAST SCM PRACTICES

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-

   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partum rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? ***To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.***	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……

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

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

…… ……

Signature ***Date***

…… ……

Position ***Name of Bidder***

FORM No.6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

[3] 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.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:-_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   a) has been requested to submit a bid in response to this bid invitation;
   b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…… ……

Signature Date

…… ……

Position Name of Bidder

FORM No.7: 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/technician 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.8: JOINT VENTURE DISCLOSURE FORM

PURCHASER/EMPLOYER	:	EASTERN CAPE DEPARTMENT OF HEALTH
CONTRACT DESCRIPTION	:	**Appointment of Service Provider for Planning, Design, Construction, Supply & Installation of an Oncology Unit Linear Particle Accelerator and Bunker Unit (Radiotherapy Department) At Nelson Mandela Central Academic Hospital (ECDoH) (36 Months)**
CONTRACT NUMBER	:	**SCMU3-21/22-0222-NMA**

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.9: PREFERENCE POINTS CLAIM FORM

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

are not claimed.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution and is limited to **Levels 1 – 4 (Local RSA)** providers in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number...

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of

state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES

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

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

9. DEFINITIONS

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

(l) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(m) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(n) **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(o) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(p) **"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;

(q) "consortium or joint venture" 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;

(r) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(s) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(t) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(u) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and

durability of a service and the technical capacity and ability of a bidder;

(v) **"non-firm prices"** means all prices other than "firm" prices;

(w) **"person"** includes a juristic person;

(x) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(y) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

*(z) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

(aa) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(bb) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(cc) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

10. ADJUDICATION USING A POINT SYSTEM

10.1 The bidder obtaining the highest number of total points will be awarded the contract.

10.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

10.3 Points scored must be rounded off to the nearest 2 decimal places.

10.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

10.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

11. POINTS AWARDED FOR PRICE

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

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

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

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

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

12. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

12.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

12.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

12.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

12.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

12.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

12.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

12.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

12.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

13. BID DECLARATION

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

14. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

14.1 B-BBEE Status Level of Contribution: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

15. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

15.1.1 If yes, indicate:

vi) What percentage of the contract will be subcontracted.....%
vii) The name of the sub-contractor.....
viii) The B-BBEE status level of the sub-contractor.....
ix) Whether the sub-contractor is an EME.
(Tick applicable box)

YES		NO	

16. DECLARATION WITH REGARD TO COMPANY/FIRM

16.1 Name of company/firm:.....

16.2 VAT registration number:.....

16.3 Company registration number:.....

16.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

16.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

16.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[*TICK APPLICABLE BOX*]

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

16.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

v) The information furnished is true and correct;

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

vii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

viii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(f) disqualify the person from the bidding process;

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

(h) 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;

(i) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the

audi alteram partem (hear the other side) rule has been applied; and

(j) forward the matter for criminal prosecution.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: .....

FORM No.10: 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 a Radiology 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	

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.

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).

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.	

ANNEXURE A: THE SUPPLY DELIVERY, INSTALLATION, COMMISSIONING AND MAINTAINANCE OF 2X LINEAR ACCELERATORS FOR NELSON MANDEL CENTRAL ACADEMIC HOSPITAL					
WEIGHTING: A hash (#) in the weight column indicates that an item is an essential requirement and a tender will be disqualified if this requirement is not met.					
Weighted items will be allocated a number from 0 to 5. Each Bidder must obtain an average on 95% weighted items in order to continue to the next stage. The following values will be applicable when evaluating the responses: [Very Good = 5], [Good = 3], [Satisfactory = 1] & [Poor = 0].					
Item no.	**SPECIFICATIONS HIGH END LINAC**	**Weight**	**Complies Yes / No**	**Ref: in Manufacture Brochure**	**Provide your answers in this Column. You are advised to be straight to the point.**
1	**GENERAL REQUIREMENTS**				
1.1	All equipment tendered for must be 95% or higher technically to qualify for consideration for an award, Wherein, a dual energy photon linear accelerator (linac) with electrons, fitted with Multi-Leaf Collimator (MLC), Electronic Portal Imaging Device (EPID) and kV on board imaging, with 2D,3D CRT, Intensity Modulated Radiotherapy (IMRT), Volumetric Modulated Arc Therapy(VMAT), Image-Guided Radiation Therapy (IGRT) and Stereotactic Radiosurgery (SRS) capabilities must be supplied.	#			
1.2	**The LINAC must have the following:**				
1.2.1	2D, 3D, IMRT, VMAT enabled (dynamic MLC), SRS enabled with frames and immobilizations	#			
1.2.2	On board kV imaging (fixed or retractable)	#			
1.2.3	Shadow tray if applicable	5			
1.2.4	Standard electron applicators - square from Minimum or 6x6 cm to maximum or 25x25 cm including circular applicators or inserts.	5			
1.2.5	Devices for attachment of electron field shaping blocks to the respective tubes and a device for shaping the necessary blocks.	5			
1.2.6	Laser positioning system- sagittal, 2 x side (green or red)	#			
1.2.7	Back pointer, Isocentric check front pointer or Back pointer laser	5			
1.2.8	Soft/virtual/Motorized/Enhanced Dynamic Wedge (whichever is applicable on the linac)	#			

1.2.9	Physical/motorized wedges angles (10,15,20,25,30,45 & 60 degrees) or equivalent	#			
1.2.10	Multi-leaf Collimator (MLC) minimum of 120 leaves up to maximum allowed field size.	#			
1.2.11	Variable gantry speed, variable dose rate and dynamic MLC	#			
1.2.12	Remote setup - it must be possible to set the linac up from the console without the need of an operator in the treatment room (as per manufactured recommendations, state the details)	#			
1.2.13	Must interface with all Record & verify (R&V), Oncology Information system (OIS). (minimum 4 workstations for each linac package)	5			
1.2.14	IGRT based on kV Cone beam CT, EPID based treatment verification (imaging with MV and kV, CBCT verification and offline review.)	#			
1.2.15	All patient immobilization devices required to cover different cancer diagnoses, for both linear accelerator and CT scanner (Head and Neck,Breast,Thorax, Abdomen, knees and feet rest). Head &Neck frames, stereotactic frames and all supporting accessories, breast Boards, pelvis frames, Knee rest foot rest, Masks). Separate specifications	#			
1.2.16	Sample masks must be 50 for each treatment area. Vacuum cushion set for different patient size (x4 in each) with pump. Separate specifications	#			
1.2.17	SRS treatment Capabilities.	#			
1.2.18	The treatment computer must be able to retrieve dose delivered in case of unexpected interruption and deliver the remaining dose.	#			
1.2.19	Have an isocentre at 100 cm from the source, which corresponds to gantry, couch and collimators axis intersections.	#			
1.2.20	Have either Klystron (RF Amplifier) with RF Driver or Magnetron as the RF power source.	#			
1.2.21	Standing or travelling type of wave-guide along with the bending magnet, target assembly, vacuum ion pump have to be offered.	#			
1.2.22	Have an Electron gun and the beam focal point at the X-ray target should be less than 3 mm diameter.	#			
1.2.23	Ionization chamber shall be used to give clean electron beams that give better electrons surface dose and dose gradients with a minimum of X-ray contamination of the electron beams.	#			
1.2.24	Dual Sealed or open type of dose monitoring chambers have to be provided and recommended to operate independent or corrected the ambient temperature and pressure.	#			
1.2.25	All dosimetry, patient and unit safety related interlocks have to be sensed and controlled by hardware and software.	#			

1.2.26	Have sensors and interlocks to detect the possible collision of the gantry with any object close to it. The sound alarm should be audible at the console for possible collision and the machine should immediately stop gantry motion until prompted to continue by the user.	#			
1.2.27	Meet all the Radiation Safety standards as prescribed by (Radiation Control of the Department of Health) **SAHPRA**. Radiation Control Licence number of the make and model of the equipment must be offered.	#			
1.2.28	2 x CCTV, to enable full vision of patient during therapy, 1 with full movements and rotation; Intercom, last man button	#			
1.2.29	The unit must be DICOM compatible with other equipment/ workstations in the Radiotherapy and other departments.	#			
2.	**Photons Beam Energy**				
2.1	**Flattening Filter photon Beams**				
2.1.1	The Linac must have energy photons **6MV, 10MV, and *15/18MV***	#			
2.1.3	***Photons Dose Rate*** (must range from a minimum of +/- 5 MU/min) up to 600 MU/min.	5			
2.1.4	***Photons Field*** *Size* must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre.	#			
2.1.5	***Beam stability***: Photon beams must fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability	#			
2.1.6	***Beam stability***: The stability of the field flatness with gantry 0, 90,180 and 270 at 10cm depth along X, Y and diagonal axis for all field sizes should not be more than 2%.	5			
2.1.7	***Symmetry***: Symmetry of radiation field at 10cm x 10cm or larger, measured at depth 10cm in water should not exceed +/-3%	5			
2.1.8	***Flatness***: flatness of radiation field at 10cm x10cm or larger, measured at depth 10cm in water should be +/-3%	5			
2.1.9	***Radiation Field Penumbra***: Penumbra of photon radiation field for 10cm x 10cm, measured at depth 10cm in water should be < 10 mm.	5			
2.1.10	***Photon beam energy stability***: The quality index of a photon beam should not vary with time by more than 1%.	#			
2.1.11	**Linearity and repeatability:** For monitor chamber ≤ 1%.	#			
2.2	**Photon Flattening Filter Free Beams**	#			

2.2.1	**Photon energies** must have 6MVFFF and 10 MVFFF	#			
2.2.2	***Dose Rate***: Dose rate must be ≧1200 MU/min for 6FFF and ≧2000 MU/min for 10FFF and must be a minimum of at least 400MU/min for both energies.	5			
2.2.3	***Photons Field Size*** must be continuously variable from 0.5 cm x 0.5 cm to 40 cm x 40 cm in the plane containing the isocentre.	#			
2.2.4	PDD at 10cm as per manufacture specification and international standards	#			
2.2.5	***Beam stability***: Photon beams must fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability	#			
2.2.6	***Beam stability***: The stability of the field flatness with gantry 0, 90,180 and 270^0 at 10cm depth along X, Y and diagonal axis for all field sizes should not be more than +/-3%	#			
2.2.7	***Symmetry***: Symmetry of radiation field at 10cm x 10cm or larger, measured at depth 10cm in water should be +/-3%	#			
2.2.8	***Flatness***: flatness of radiation field at 10cm x10cm or larger, measured at depth 10cm in water should be +/-45 %.	#			
2.2.9	***Radiation Field Penumbra***: Penumbra of photon radiation field for 10cm x 10cm, measured at depth 10cm in water should be < 10 mm.	#			
2.2.10	***Photon beam energy stability***: The quality index of a photon beam should not vary with time by more than 3%.	#			
2.2.11	**Linearity and repeatability:** For monitor chamber ≤ 1%.	#			
3.	**Electron Beam Energy**				
3.1	Have at least 4 standard electron energies 4(optional) ,6,9,12,15, (18,21 MeV for FF linacs)				
3.2	***Dose Rate***: Dose rate must be ≧ 600 MU/min.	5			
3.3	***Electrons Field Size*** must be set and stated for each applicator insert	#			
3.4	Electrons applicators must be supplied for possible minimum, 6x6, 10x10, 15x15 or 14x14, 20x20, 25x25 cm x cm or possible maximum	#			
3.5	Depth ionization at 50% must be stated in accordance with international standards	#			
3.6	***Beam stability***: Photon beams must fulfil the recommendation of the international standards IEC 976/977 regarding radiation field uniformity and stability	5			

3.7	***Beam stability***: stability of flatness with gantry rotation; The stability of the field flatness with gantry 0,90,180 and 270 at 10cm depth along X,Y and diagonal axis for all field sizes should not be more than 5% in all directions.	5			
3.8	***Symmetry***: Symmetry of radiation field at 10cm x 10cm or larger, measured at dmax in water should be less than 2.5 %	5			
3.9	***Flatness***: flatness of radiation field at 10cm x10cm or larger, measured at depth dmax in water should be 5 %, but should not be greater than 6% for diagonals for all field sizes.	5			
3.10	***Electron beam energy stability***: The quality index of an electron beam should not vary with time by more than 2%.	5			
3.11	***X-ray contamination:*** must be less than 6%	5			
3.12	**Linearity and repeatability**: For monitor chamber ≤ 1	5			
4	**Mechanical Characteristics**				
4.1	All scales reference for mechanical characteristics must be per IEC 61217 standards	#			
4.2	The congruence between optical and radiation fields for 5x5 cm^2, 10x10 cm^2 at 0, 90, 180 and 270 degree gantry angles with SSD =100cm should be ≤ 2mm.	#			
4.3	The digital and mechanical display should be with in 2mm.	#			
4.4	The optical field size and measured optical field size at 0, 90, 180 and 270 gantry angles must be less than 1 mm for field size less than 10 x10 cm^2 and within 2 mm for more than 10 x 10 cm^2 field size.	#			
4.5	The isocentre must be 100± 0.2cm.	#			
4.5.1	The deviation of mechanical and radiation isocentres for gantry, collimator and treatment couch combined must not exceed radius of 1 mm sphere.	#			
4.5.2	Gantry and collimator rotation at isocentre must have an accuracy ≤ 2 mm diasphere	#			
5	**Gantry and Collimator**				
5.1	Gantry Rotation must have a range ± 185° from vertical (± 0.5 ° accuracy)	#			
5.2	Collimator Rotation range ± 185° (± 0.5 ° accuracy)	#			
5.3	Cross hair intersection alignment to collimator should be ± 0.5mm.	#			

5.4	Rotational speed must be at least 1 RPM for both gantry and collimator.	#			
5.5	Read out –must be both digital and mechanical.	#			
5.6	The digital display must be in room as well as at console.	#			
5.7	The digital accuracy should be ± 0.5°, with resolution of 0.1°.	#			
5.8	While mechanical scale (accuracy of ±1.0°) with a (resolution of 1 °) is required.	#			
5.9	ODI range at least 70cm and >= 170cm, ± 0.5cm resolution, accurate to ± 0.1cm at 100cm.	#			
5.10	Mechanical front pointer at least 70cm up to 110cm, ± 0.5cm resolution, accurate to ± 0.1cm at 100cm.	#			
5.11	Upper jaw position accuracy (± 2mm for static fields) with -10 to +20cm travel range.	#			
5.12	Lower jaw position accuracy (± 1mm for static fields) with -2 to +20cm travel range	#			
5.13	Gantry should allow for the coded physical wedges insertion using the accessory holder.	#			
5.14	Gantry must be dynamic/motorized wedges enabled.	#			
5.15	Control: both gantry and collimator movement must be controlled by Hand pendant and control console.	#			
6.	**Normal Treatment Couch**				
6.1	Parameter display must be compliant with IEC coordinate system.	5			
6.1.1	Couch must have the movements of Longitudinal, Lateral, Vertical and Rotational.	5			
6.1.2	Rotational accuracy for patient position should range from 0 to 6 ° (±0.3 ° accuracy)	5			
6.1.3	Spatial accuracy for patient position (about ±5cm at mechanical isocentre) must be (< 0.5mm)	5			
6.1.4	Treatment couch must be Electrical and Mechanical controlled	5			
6.1.5	Couch parameters must be controllable from either side of the couch, from two hand pendants and the console.	5			
6.1.6	Treatment couch must be a fully carbon fibre table top for better Quality portal images	5			
6.1.7	Treatment coach must have an option extension accessories	#			
6.1.8	Treatment couch must take at least 200 kg distributed load	5			

6.1.9	Table top dimensions: width > 50cm and length >200cm	5			
6.1.10	Treatment couch must allow the Manual lowering of table in case of emergency	#			
6.1.11	A couch should travel vertically (about 60cm to 180cm above turntable), laterally (≧ ± 24cm), longitudinal (≧ ± 145cm) and rotation around ≧ isocentre (±95 degrees)	#			
6.1.12	All treatment coach motions must have an accuracy of 1 mm with 0.1cm resolution in digital display that must be in room and in control console area;	#			
7	**IGRT couch**				
7.1	IGRT couch top must be robotic with ± 6° rotations degrees of freedom.	#			
7.2	6D High Precision patient positioning system for SRT/SRS which shall allow the clinical user to correct locally/remotely the patient position along the transversal axes (longitudinal, transversal and vertical) and rotations around Y, X and Z axes.	#			
7.3	Accuracy of patient positioning correction not more than 0.5mm for translational motions and not more than 0.3° for rotational motions.	#			
7.4	Treatment couch must take at least 200 kg. distributed	#			
8	**Multileaf Collimator (MLC)**				
8.1	The multileaf collimator head must support a large range of treatment set-ups, have high resolution, as low leakage as possible and be as fast as possible.	5			
8.2	The leaves must be controlled by a real time camera based optical system using non-visible light generated by solid state devices or equivalent	#			
8.3	**The following MLC specifications must be met as requested:**	#			
8.3.1	Field size: must range from 0.5 x 0.5cm up to 40 x 40cm	#			
8.3.2	Number of leaves: must be between 120 – 160 with high resolution.	#			
8.3.3	Leaf width: 5mm at isocenter for all leaves or mix of 5mm centrally and 10mm outer leaves or vendor specific	5			
8.3.4	Drive independence: each leaf and dynamic leaf guide must be independently and digitally controlled.	#			
8.3.5	Leaf orientation: leaf movement in the 'X' direction as per (IEC 61217)	#			
8.3.6	Leaf interdigitation: adjacent leaves from opposing banks can move past one another	#			

8.3.7	Maximum leaf retract position: 20.1cm (from beam centerline) or vendor specified	#			
8.3.8	Maximum leaf extend position: -15cm (over beam centerline) or vendor specified	#			
8.3.9	Maximum field length 'X' direction: 40cm scaling as per (IEC 61217)	#			
8.3.10	Leaf height: must be +/- 90mm or vendor specified	#			
8.3.11	Field defining diaphragm/jaw travel range: +/- 35cm or vendor specified	#			
8.3.12	Dynamic diaphragm speed about 0 to ≤ 90mm/s. or vendor specified	#			
8.3.13	Maximum dynamic diaphragm extend position: –12cm (over beam centerline) or vendor specified	#			
8.3.14	Dynamic leaf speed is ≤35mm/s, dynamic leaf guide speed is ≤ 30mm/s and maximum effective leaf speed is ≤ 65mm/s, or vendor specified	#			
8.3.15	MLC leakage to the patient must be kept to low as possible (specify the %)	#			
8.3.16	Average transmission leaf: < 2%.	#			
8.3.17	Peak/max. Leaf transmission: <0.6%.	#			
8.3.18	Penumbra at 20% to 80% leaf end: For a 10 x 10cm field, must be ≤ 7mm for all energies	#			
8.4	**MLC Leaf position accuracy shall be:**				
8.4.1	End accuracy: ≤1.0mm at isocenter	#			
8.4.2	End repeatability: 0.5mm at isocenter	#			
8.4.3	Side accuracy: 1.0mm at isocenter	#			
8.4.4	Side repeatability: 0.5mm at isocentre.	#			
8.4.5	Minimum static leaf gap be close 0 mm as possible.	#			
8.4.6	Minimum dynamic leaf gap be close to 0.5mm as possible.	#			
8.5	Dynamic MLC must have preloaded programme used for QA tests.	#			
9	**Radiation Protection**				
9.1	Radiation Protection must be compliant with local and international accepted standards SAHPRA and ICRP No 33.	#			
9.2	Radiation Protection must be compliant with Radiation Control regulations.	#			

9.3	Linac system must have anti-collision system to avoid unnecessary collisions.	#			
9.4	Linac system must have emergency interlocks and indicators that cut the beam in case of intrusion	#			
10	**Rotational/ Arc Therapy**				
10.1	The LINAC must have ability to perform volumetric arc treatment (VMAT) with gantry rotation in clockwise and anticlockwise direction in 360 ° using the Dynamic MLC.	#			
10.2	The LINAC must allow a full 360 ° treatment in less than 2 minutes.	5			
10.3	The LINAC must allow a single and multiple arc treatments.	#			
10.4	A range of continuous variable dose rate must be available for VMAT treatments.	#			
10.5	A range of continuous variable gantry angle must be available for VMAT treatments.	#			
10.6	A range of continuous variable collimator angle must be available for VMAT treatments.	#			
11	**Electronic Portal imaging System.**				
11.1	EPID must be the integrated, retractable electronic imaging device capable of producing images with any specified photon energies	#			
11.2	**EPID must meet the following specifications:**				
11.2.1	The active size of the detector must be ≥ 30 cm x 30 cm	#			
11.2.2	The detector of the portal imaging device must be based on amorphous silicon aSi.	5			
11.2.3	The image resolution must be stated	5			
11.2.4	Minimum object detection must be ≥ 0.5mm	#			
11.2.5	Imager alignment to MV radiation isocentre stated	#			
11.2.6	MV travel range must be stated	#			
11.2.7	Linearity for 6MV at full resolution from 30 to 100MU must be less than 5%.	#			
11.2.8	For daily use, imager lifetime must be stated	#			
11.2.9	MV beam energy range for detection should be (2 -20MV) at standard dose rate.	#			
11.2.10	The system can be set to automatically transfer an image after recording to any specific IP-address using DICOM.	#			

11.2.11	The portal imaging device must reconstruct conformal images in DICOM format.	5			
11.3	**Workstation with software for processing of images and geometric assessment of positioning of the patient must have:-**				
11.3.1	Image acquisition Modes - Single, Double, Multiple and Fluoroscopic (movie) image acquisition	#			
11.3.2	Support of DRR, Digital simulator images, RT image and RT plan objects	#			
11.3.3	Patient auto select mode	#			
11.3.4	Computer controlled automated image acquisition and comprehensive analysis functions	#			
11.3.5	Anatomy/structure registration with reference images, template matching, annotations, geometrical measurements, image approval.	#			
11.3.6	On-line (at the linac) and Off-line (remote) analysis	#			
11.3.7	The detector shall be mounted on the robotic or manual arm which can be controlled from the control room and/or treatment room.	#			
11.3.8	The protocols used to import DRRs must support DICOM RT. Support for RT image and RT plan objects enables image scale and centre while minimizing operator dependence.	#			
12	**kV Imager specifications**				
12.1	A system for verification of patient position robotic or manual with kV source and KV detector, must be mounted on automated arms, which can be extended and retracted from the console or within the treatment room.	#			
12.2	**Imaging system operating in the following modes and having the following specifications:**				
12.2.1	Radiographic repositioning (2D/2D) with KV or MV imager or combination of both and consistent with the existing positioning of the patient, verified by the imaging system.	#			
12.2.2	Software driven workflow for automated matching of the reference and acquired image with automatic patient table shift transfer to the table.	#			
12.2.3	Data storage of the actions performed during imaging for doctor's review – images, calculated and executed shifts, approvals for treatment.	#			
12.2.4	Matching and acquisition capabilities must be specified in details.	#			
12.2.5	kV imager alignment to MV radiation isocentre.	#			
12.2.6	kV travel range must be specified	#			

12.3	**The imaging system shall at least following technical specification:**				
12.3.1	Generator type must at least be 200Hz, 50kW	5			
12.3.2	Field size at isocentre must be stated	5			
12.3.3	Radiographic kV range not less than 70kVp - 140 kVp	5			
12.3.4	kVp accuracy for entire Kv range must be ≤ 5%	#			
12.3.5	X-ray tube maximum mA not less than 400 mA	5			
12.3.6	X-ray tube maximum mAs not less than 500 mAs	5			
12.3.7	Flat Amorphous silicon detector or equivalent	5			
12.3.8	Resolution of the reconstruction 3D matrix must be stated	5			
12.3.9	Coincidence of imaging and treatment isocenters within the sphere of 1 mm radius	5			
12.3.10	Low contrast detectability - min 1.5%	5			
12.3.11	Spatial resolution not less than 10 lp/cm.	5			
12.4	kV imager must be able to perform Auto tube calibration or warmup.	5			
13	**kV CBCT Specifications**				
13.1	3D CT-based repositioning system providing capability of tomographic patient acquisition on the accelerator table comparing current anatomy of the patient with the CT planning data. It should meet the following specifications:	#			
13.1.1	The preloaded protocols for different anatomy imaging using CBCT must be retrievable.	#			
13.1.2	HU accuracy must be ≤ 50HU	#			
13.1.3	HU uniformity must be ≤ 30HU	#			
13.1.4	Spatial resolution ± 50HU	5			
13.1.5	Spatial resolution 10 lp/cm	5			
13.1.6	Reconstruction FOV10 lp/cm	#			
13.1.7	Reconstruction Length	#			

13.1.8	Available reconstruction matrixes at least 64x 64 up to 512 x512	5			
13.1.9	Slice thickness must at least be 1mm up to 10mm.	#			
14	**IGRT Equipped with the required accessories, software and hardware**				
14.1	It shall allow selectable treatment in forced breathing and/or free breathing, and breath-hold, compensating intra-fraction movement of patient in different operating modes of the linear accelerator.	#			
14.2	It shall impose minimum restriction on the patient, both in case of technique of free breathing and in case of technique of breath hold technique.	#			
14.3	It shall be connected to the linear accelerator so that it allows control of the beam with precision - to be specified. If gating system is offered, the supplier shall enclose a list of all CT simulators which are compatible with the gating system offered.	#			
14.4	The system must be compatible (it should possible to use) with all delivery techniques, 3D-CRT, IMRT, VMAT both in standard fractionation and hypo-fractionation.	#			
15	**Console**				
15.1	Treatment prescription must be either manually entered or sent via the network.	#			
15.2	There must be a record and verify system that can accept the treatment prescriptions from the treatment planner via a network connection, verify that the parameters are correct (inhibit treatment) and record each fraction delivered.	#			
15.3	Parameters must be displayed at the console and inside the room	#			
15.4	X-ray beam shaping and modification must be possible	#			

	B: Compulsory Dosimetry and Patient Verification equipment				
1	**The following equipment's are essential for ensuring quality, compliance and safety of delivered treatment to patients, All compulsory dosimetry equipment must be provided, installed and tested for functionality on each application.**	#			
1,1	Barometer and thermometer with measuring probe for water temperature.	#			
1,2	3 absolute dosimetry ionization chambers for photons (1), electrons (1) and Small fields (1), with electrometer and calibration certificates	#			
1,3	1-D depth adjustable water tank with chamber holders fro TRS 398 absolute dosimetry out put measurements.	#			
1,4	3D Scanning tank with all accessories required for commissioning of the Linear accelerator and treatment planning systems (training must be provided before commissioning of the all units) with at least 3 licenses and software's	#			

1,5	Latest technology 2D array detector complete package system for advance therapy patient pre-treatment verification in three dimension (IMRT, VMAT and SRS).	#			
1,6	MV, kV and cone beam CT, alignment tools, phantoms for quality assurance and image quality checks with processing software and licenses.	#			
1,7	Daily output check system (Diodes detector system or any accepted equivalent)	#			
1,8	In vivo dosimetry comprehensive solution.	#			
1,9	Linear array detector system for relative dosimetry (Flatness and Symmetry, Energy check), with water equivalent phantom plates (2x0.1, 1x0.2, 1x0.5, and 20x1.0 cm.), water equivalent plates with insert for photon ionization chamber and electrons ionization chamber.	#			
2	SRS and SBRT patient-based pre-treatment verifications, complete solution.				
2,1	Two boxes of EBT 3 Film for film dosimetry	#			
	C: General Compulsory requirements				
All equipment being tendered for must comply with the following conditions, failure to comply with any of the conditions set out below will result in immediate 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. Bidders must supply a fully comprehensive colour brochure of equipment being tendered for, failure to provide such brochures will result in immediate disqualification.					
1	**General Technical and Safety Specifications**				
1,1	The unit must comply with an acceptable international electrical safety standard such as IEC60 601-1 and 60 601-1-2 for medical equipment, attached certification	#			
1,2	System must comply to ISO 9001 and ISO 13458 standards, attach proof of compliance	#			
1,3	Units being quoted for must be CE or TUV or SABS certified. Attach a copy of certification	#			
1,4	**Hazardous Substance Act:** If this type of equipment / apparatus appears on the schedule of Hazardous substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid / quotation documents. The license must be registered under the bidders' name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered	#			
1,5	All electrical/electronic medical equipment must be licensed by **Radiation Control (SAHPRA)**, where applicable a copy of the license must be submitted The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered	#			
1,6	The electricity supply cables (where applicable) must be 15-amp 3 prong hospital grade type, must be a minimum length of three (3) meters and must **be SABS colour coded.**	#			
1,7	The equipment quoted for must be protected against electromagnetic interference	#			
1,8	The bidder must be prepared to provide a unit or site for technical viewing All compulsory dosimetry equipment must be provided, installed and tested for functionality on each application. and clinical assessment on request, at short notice i.e. five working days.	#			
1,9	Must be the latest model - state date of initial manufacture of the model range offered	#			
1,10	Bidder's must state the lifespan of the equipment	#			
1,11	Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of five years.	#			
1,12	The equipment must be upgradable, give details and a breakdown of the costs on the bid / quotation schedule	#			

1,14	The bidder must guarantee that no additional equipment, including DICOM compatibility and full activation, parts or software, excluding consumables, will be required for the successful operation of the equipment quoted on in this RFP. A starter pack of all essential accessories must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the bid price.	#			
1,15	A UPS System (Uninterrupted Power Supply) must be provided for computer components and included in the tender price. The bidder must install adequate electrical power supply for the optimal functionality of the equipment. The UPS must be configured for load shedding outages and must provide continuous power.	#			
1,16	Optional accessories must be quoted for separately.	#			
2	**Equipment Guarantees and Service Specifications**				
2,1	No part shall be second hand or refurbished	#			
2,2	Tender price to include delivery, installation, commissioning, three-year warranty and training. Acceptance of the equipment will only take place after commissioning of the equipment.	#			
2,3	Bidders must supply a thirty-six months guarantee against poor workmanship and latent defects and parts. This must be all inclusive and include, BUT NOT LIMITED TO, amongst others, ALL PARTS (including, where appropriate, Consumables, X-Ray tubes and other glassware), labour, traveling and accommodation. The warranty must also include all quality check and quality assurance requirements, including all required calibrations. A fully comprehensive preventative maintenance, service and repair plan including all costs must be included in the 7 years extended warranty. Software updates and upgrades to be included. This 7-year warranty must commence after 1-year factory warranty and after formal acceptance and handover of the equipment.	#			
2,4	The delivery must take place within 6-12 weeks after the date of order being received. Failure to deliver the equipment within 12 weeks may lead to cancellation of the order.	#			
2,5	The successful bidder must arrange for an acceptance test of the equipment. A copy of the acceptance test must be forwarded to the Clinical Director/ Chief Executive Officer of the Institution.	#			
2,6	Bidders must supply an optional all inclusive, fully comprehensive seven-year preventative maintenance, service and repair contract covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate, Software Upgrade, Consumables, X-Ray tubes and other glassware), labour, traveling, accommodation, service and maintenance. The seven-year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations. Six Monthly Physical Check of the equipment and associated written Technical Reports on the status of each unit must be submitted to the Head of the Department. This contract will commence after the one-year factory warranty period has expired. Software updates and upgrades to be included.	#			
2,7	Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life of the equipment	#			
2,8	Bidder's must have an established service and repair facility in the province of Gauteng. If the service is sub contracted to a local agent, a signed copy of the letter of appointment and acceptance must be submitted with this bid / quotation	#			
2,9	Supply the name, address and telephone number/s of the service department	#			
2,10	Technicians must be qualified and factory equivalent trained to deal with service, repair and calibration of the equipment quoted on. NB Proof of factory (or equivalent) training must be submitted with this bid / quotation offer.	#			
2,11	The bidder must state how many technicians they have permanently employed, and their names and contact numbers must be listed. State if the technicians are in the direct employ of the bidder	#			

2,12	If the equipment is taken away for repairs during the guarantee period, a loan set must be supplied for use by the institution.	#			
2,13	The up time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period. A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up time is less than 98%.	#			
2,14	Up-Time is defined as follows: 24/7; i.e. 365days times 24 hours = 8760 Hours. A down time of 2% relates to 175 hours per annum.	#			
3	**User and Technical Training**				
3,1	On-site training and International training (4 trips for all specialities) on all new equipment to be included in the price.	#			
3,2	Onsite training must be undertaken to ensure the correct application of the unit. Minimum of 2 x 1 weeks required, or as specified by end-user based on modality (Discuss with end user)	#			
3,3	After equipment installation, an application specialist must demonstrate and train all staff on all aspects of the equipment	#			
3,4	Follow-up hands-on training at other training centre (local or international), with the application specialist, after a specified usage period must be provided at no additional cost. Adequate notification of the scheduled date(s) of this training shall be provided.	#			
3,5	QC training by Suppliers Technician/ Inspection Body mandatory within the first year and included in the price	#			
3,6	Further training must be available on request	#			
3,7	User training must be provided by the successful bidder in the operation of the unit at **no** extra cost to the final bid price to this department. Training must be on-going and continuous. Bidders must detail the training that would be offered and indicate who would offer the training	#			
3,8	Application specialist should train all users on a on-going and continuous basis. Repetitive and refresher training must be available on request at all times by the users.	#			
3,9	The successful bidder must provide local training for ECDoH technicians on the calibration, maintenance, service and repair of the quoted product. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidder's account. A certificate of competency must be issued on successful completion of the training. The training must be provided by the successful bidder within three (3) months from date of initial supply and delivery of the quoted equipment to the customer. Training must be on-going and	#			
3,10	Bidders must note that a dedicated workshop with the necessary test equipment, spare parts and any special tooling required for the upkeep and maintenance of equipment quoted on must be made available. The department has the right to visit and validate such workshops, failure to comply will result in cancelation of the submission.	#			
3,11	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment at no extra cost to the final bid price	#			
3,12	Complete **original** service / repair and user manual book or CD copies in English must be supplied. The manual should include the following information: fault finding guide, circuit diagrams / schematics, circuit descriptions and PCB layouts, calibration guide, part numbers and exploded diagram of mechanical parts / panels	#			
4	**Cost of ownership, risk, service and maintenance**				
4,1	The equipment/system must be approved and licensed by Radiation Control (SAHPRA).	#			
4,2	A copy of a valid license (import/manufacturer licence number) issued in terms of the Hazardous Substance Act, Act No 15 of 1973 must be submitted with the tender. Failure to submit such a valid license may result in a tender not being considered.	#			

4,3	No part shall be second hand or refurbished.	#			
4,4	Must be the latest model - state date of initial manufacture of the model range	#			
4,5	Bidders must supply an optional all inclusive, fully comprehensive seven-year preventative maintenance, service and repair contract covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate, Software Upgrade, Consumables, X-Ray tubes and other glassware), labour, traveling, accommodation, service and maintenance. The seven-year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations. Six Monthly Physical Check of the equipment and associated written Technical Reports on the status of each unit must be submitted to the Head of the Department. This contract will commence after the one-year factory warranty period has expired. Software updates and upgrades to be included.	#			
4,6	The seven-year guarantee must be included in the unit price of the equipment. The purchase pricing schedule must be completed in full.	#			
4,7	Bidders must supply an optional all inclusive, fully comprehensive seven-year preventative maintenance, service and repair contract covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate, Software Upgrade, Consumables, X-Ray tubes and other glassware), labour, traveling, accommodation, service and maintenance. The seven-year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations. Six Monthly Physical Check of the equipment and associated written Technical Reports on the status of each unit must be submitted to the Head of the Department. This contract will commence after the one-year factory warranty period has expired. Software updates and upgrades to be included.	#			
4,8	Specify the total cumulative cost for the seven-year all-inclusive service contract. The maintenance contract pricing schedule must also be completed in full.	#			
4,9	Manufacturer's service must be available at regional level. Indicate the number and qualifications of all maintenance engineers.	#			
4,10	Call out time of 4 hours or less; response time less than 1 hour	#			
4,11	Remote software support must be available using a modem and telephone line/ other options during normal office hours	#			
4,12	Spare parts must be available within at the most three working days - state how that will be achieved	#			
4,13	The up time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period. A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up time is less than 98%.	#			
4,14	Up-Time is defined as follows: 24/7; i.e. 365days times 24 hours = 8760 Hours. A down time of 2% relates to 175 hours per annum.	#			
4,15	Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.	#			
4,16	Spare part kits should specify all spare parts that will be included and stored on-site.	#			
4,17	It must be guaranteed that no additional equipment, parts or software, excluding consumables, is required to operate the equipment specified in this tender. Specify any consumables required.	#			
5	**Building alterations and installation**				
5,1	A **separate quotation** must be supplied on the pricing schedule for the following, which will eventually form part of the total tender price	#			
5.1.1	a) Construction or alterations (specify)	#			

5.1.2	b) Air conditioning (specify)	#			
5.1.3	c) Electrical alterations (specify)	#			
5.1.4	d) Mechanical and plumbing alterations (specify)	#			
5,2	Tenderers must inspect the site for installation and must quote for any building or alterations that need to be made to accommodate the equipment offered. Tenderers must be responsible for all building, air conditioning, electrical, mechanical and plumbing alterations. Tenderers must consult the regional representative, Gauteng Works Department in respect of the building alterations prior to quoting, to establish minimum standards. The successful tenderer is responsible for all building alterations which can only be executed with the approval of the Department of Public Transport Roads and Works (DPTRW) and the Facility Management Unit at the Institution. A comprehensive plan should be presented to the Facility Management Unit at the Institution who will in turn obtain the necessary approvals prior to commencement of actual work.	#			
5,3	State the time period required for the following:	#			
5.3.1	Time required from the date the order was placed to date of delivery of the equipment to the institution	#			
5.3.2	Time required to finalise the building or alterations				
5.3.3	Time required for installation and commissioning from the date of delivery of the equipment to the institution	#			
5.3.4	Total time required from the placement of the order to the commissioning of the equipment	#			
5,4	Should there be existing equipment in the rooms, the proposal must include the removal of this to a specific location. Please note that the existing equipment remains the property of the Hospital.	#			
5,5	All safety requirement to ensure safe use of the building, equipment and accessories as well as environmental assessments must be conducted and ensure compliance. State details.	#			
6	**GENERAL**				
6,1	State current EC and FDA approved upgrade paths and options as well as costs	#			
6.1.1	Brochures giving technical specifications of the equipment must be submitted with the tender documents	#			
	MANUALS	#			
6,2	The following shall be provided:	#			
6.2.1	Complete operator/user manuals	#			
6.2.2	DICOM conformance statements	#			
6.2.3	HIS and RIS/PACS conformance statements	#			
6.2.4	Quality assurance manuals	#			
6.2.5	Service manuals with full maintenance procedures, parts lists, system diagrams and electrical, mechanical and pneumatic schematics	#			
6,3	These manuals may be provided in electronic format	#			
6,4	The vendor shall provide updates and revisions of the manuals at no extra charge for the lifetime of the equipment	#			
7	**SERVICE SUPPORT**	#			
7,1	For urgent service requests, the vendor must respond to service requests outside regular hours including weekends	#			
7,2	The vendor will notify the Hospital in advance of any service calls to be made on site, and Medical Engineering staff may choose to be present while the service work is performed	#			
8	**HEAT VENTILATION & AIR CONDITIONING (HVAC)**				

8,1	Tenderer must include any air conditioning that is considered necessary for optimal functioning of the unit. Any such air conditioning must be covered by the guarantee offered on the unit and servicing of the air conditioning units for the guarantee period and must be included in the tender price. The air Conditioner must also be included in the 5-year maintenance.No split-units will be allowed.	#			
8,2	A water chiller unit compatible with the equipment must be supplied and included in the maintenance contract.	#			

Item no.	SPECIFICATIONS FOR RADIOTHERAPY TREATMENT PLANNING SYSTEMS	Weight	Complies Yes / No	Ref: in Manufacture Brochure	Provide your answers in this Column. You are advised to be straight to the point.
	TECHNICAL SPECIFICATIONS				
1	**Treatment Planning system**				
	The systems must be compatible with the existing unit (Linac and R&V) in the purchasing institution	#			
1.1	2D(if available), 3D, IMRT and VMAT Software License	#			
1.2	Includes the following features:	#			
1.1.1	Contouring	#			
1.1.2	CT Simulation	#			
1.1.3	Fusion 4D	#			
1.1.4	Support Plan Review and Approval	#			
1.1.5	DICOM Import and Export Capabilities	#			
1.1.6	3D Planning views	#			
1.1.7	Support for MLC shapes, blocks, apertures, wedges and electron applicators	#			
1.1.8	Support for static and dynamic gantry delivery techniques	#			
1.1.9	Algorith for 2D(if available) and 3D CRT, treatment planning	#			
1.1.10	Algorith for IMRT, VMAT and SRS, treatment planning	#			
1.1.11	Algorith for Electron treatment planning	#			
2	**IMRT/VMAT/SRS software license**				
2.1	Step and Shoot delivery mode, supported for all MLC Types	#			
2.2	Dynamic MLC (Sweeping Window) delivery mode.	#			

2.3	Dynamic conformal Arc with MLC shaping based on the view of the target. Supported for all MLC Types	#			
2.4	VMAT software license for volume-modulated arc planning	#			
2.5	Fully dynamic gantry, dose rate and MLC movement	#			
2.6	Variable dose rate delivery, controlled by varying gantry speed, leaf speed, and dose rate includimg any other available technique	#			
2.7	Printer compatible with treatment planning system.	#			
3	**Minimum PC Specification**				
	Please note that Supplier must provide the latest technology of computer hardware available at time of shipping.	#			
3.1	Hardware Package consisting of the following components:	#			
3.2	Base PC - HP Z8 G4 (Dual Processor)	#			
3.3	Processor, latest	#			
3.4	Graphics, latest	#			
3.5	Hard drive, minimum 2 TB or more	#			
3.6	Keyboard & Mouse (possible cordless)	#			
4	**Contouring systems**				
4,1	Software License includes the following features:	#			
4.1.1	Contouring	#			
4.1.2	CT Simulation	#			
4.1.3	Fusion	#			
4.1.4	4D Support	#			
4.1.5	Plan Review and Approval	#			
4.1.6	DICOM Import and Export Capabilities	#			
5	**Recommended hardware**				
	Please note that Supplier must provide the latest technology of computer hardware available at time of shipping.	#			
5.1	Base PC - HP Z8 G4 (Dual Processor)	#			
5.2	Processor, latest	#			
5.3	Graphics, latest	#			
5.4	Hard drive, minimum 1 TB or more	#			
5.5	Keyboard & Mouse (possible cordless)	#			
6	**Record and verify system**				
6.1	R & V must be Image-Enabled Electronic Charting features required for clinical modules with site licenses.	#			

6.2	Procedure Management: Advanced procedure management system including complete charge/code capture, audit, and export capability. Site license.	#			
6.3	IQ Server and SQL. License included. One server is required per department.	#			
6.4	Image-Guided Treatment Management (IGTM) system that includes support for automated patient set up, image registration and analysis tools to assist the user in evaluating the quality of patient setup based on quantitative comparisons between the reference image and the port film. Site license.	#			
6.5	Advanced automation and process improvement to deliver greater control, efficiency and customization across your entire oncology workflow. Site license.	#			
6.6	Import and Export	#			
6.7	Off line image review (if possible)	#			
6.8	Hardware per supplier specifications	#			
7	**Oncology Information Server**	#			
7.1	Server compatible with data storage for the system used for treatment delivery including record and verify system.	#			
7.2	Latest model Hardware, software and calculation licences.	#			
7.3	Server Rack must be included.	#			
8	**POWER SUPPLY**				
8.1	The bidder must install adequate electrical power supply for the optimal functionality of the equipment. The UPS must be configured for load shedding outages and must provide continuous power	#			
8.2	The mains cable of the unit being quoted for must be the hospital grade type and it must be of an adequate length (minimum length of three (3) meters).	#			
8.3	The power input must be 220-240V, 50Hz AC. Bidders must ensure that the product quoted for is fitted appropriately with a 15 Amp SABS approved mains plug that is held together by two screws.	#			
8.4	A 3 phase in / out power supply must be offered. State details.	#			
8.5	The equipment tendered for must not overload and trip the hospital power in the area where it is installed. Resettable overcurrent breaker/s must be fitted for protection. State details.	#			
8.6	All available online Uninterrupted Power Supply (UPS system) and line voltage regulators must be included for the system with a support time of 50 to 60 minutes. Attach brochure.	#			
8.7	The lifetime of UPS must be at least 15 years.	#			
8.8	An Uninterrupted Power Supply (UPS system) conforming to IS-302 must be offered for the computer system.	#			
8.9	The mains cable of the unit being quoted for must be 15-amp 3 prong hospital grade type and it must be a minimum length of three (3) meters.	#			
8.10	The mains cable of the unit tendered for must be SABS colour coded. State details.	#			

8.11	The equipment quoted for must be protected against electromagnetic interference. State details of measures that will be taken to protect the unit against electromagnetic interference.	#			
8.12	Maintenance free batteries must be offered.C58:C72C56:C72C57:C72C58:C72CC60:C72	#			

D. 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.

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Annexure 1- Pricing Schedule

Spec Ref No	Component	Qty.	Manufacturer Part No.	Year 1 Price Excluding VAT	Year 2 Price Excluding VAT	Year 3 Price Excluding VAT
	Linear Particle Accelerator Machine					
	LINAC MACHINE	2				
	Options					
5.1	*A 5-year preventative maintenance and service must be quoted for as per the SCC document.* (***Row sums of Annexure 3***)	2				
5.2	A 5-year comprehensive extended warranty must be quoted for as per the SCC document. (**Row sums of Annexure 3**)	2				
	TOTAL PRICE					

TOTAL PRICE OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NUMBER: SCMU3-21/22-0169-HO

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.**

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ANNEXURE 2 - ANY OTHER ADDITIONAL OPTIONS OFFERED?

No	Component	Qty.	Part No.	Year 1 Price Excluding VAT	Year 2 Price Excluding VAT	Year 3 Price Excluding VAT
	LINAC					
	SUB TOTAL					
	ADD 15% VAT					
	TOTAL					

NOTE: This should not form part of the final offer. The purchaser reserves the right to select the required items.

Signed by authorised representative of the Tenderer:_____

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ANNEXURE 3 – MAINTENANCE BREAKDOWN

Contract Year	Description	Qty.	Maintenance Breakdown over a 5 year period						
			Year 3 Price Excluding VAT	Year 4 Price Excluding VAT	Year 5 Price Excluding VAT	Year 6 Price Excluding VAT	Year 7 Price Excluding VAT	Year 8 Price Excluding VAT	Year 9 Price Excluding VAT
	2 X Dedicated Linac Machine								
1	*A 5-year preventative maintenance and service (Year 3 to Year 7) must be priced for, as per the SCC document.* ***Year 1***	**1**							
1	A 5-year comprehensive extended warranty (Year 3 to Year 7) must be priced for, as per the SCC document. **Year 1**	**1**							
2	*A 5-year preventative maintenance and service (Year 4 to Year 8) must be priced for, as per the SCC document.* ***Year 2***	**1**							
2	A 5-year comprehensive extended warranty (Year 4 to Year 8) must be priced for, as per the SCC document. **Year 2**	**1**							
3	*A 5-year preventative maintenance and service (Year 5 to Year 9) must be priced for, as per the SCC document.* ***Year 3***	**1**							
3	A 5-year comprehensive extended warranty (Year 5 to Year 9) must be priced for, as per the SCC document. **Year 3**	**1**							

Note: The row sum of the annual cost breakdown must be same as the amount entered into the pricing schedule (Annexure 1) and the SCC Summary Form of Offer.

Signed by authorised representative of the Tenderer:_____

ANNEXURES 4: Bidder's Experience and the Proposed Project Team (Response Format for Section I)

Request for Proposal No: _____
Name of Bidder: _____
Authorised signatory: _____

[*Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in Section I of this bid document. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with this Returnable Schedule.]*

The bidder must provide the following information:

Table (a)
Details of the bidder's current and relevant experience in the provision of turnkey services relating to radiotherapy projects which includes and design and build work, which is of a similar nature to that of the DOH's requirement as stated in this tender. **(Please refer to Section 1 of this RFP document which requires a minimum of three (3) corporate client references):**

Table (a)

Client' Name	Total Project Cost in Rand	Portfolio of Pictures provided (Y /N)	Completion Certificate / Client Reference Letter provided (Y/N)	Project period (Start and End Dates including years)	Description of service performed and extent of Bidder's responsibilities i.e. was it Turnkey (Design, Built and Project Management)	Name, title and telephone contact of client

Table (b) Details of the Team Leader (s):

Name	Position	Role / Duties in this Project	Relevant Project Experience on Turnkey Projects	
			Project description, Client, Project period	Project Cost

Table (c) Details of the key personnel of the bidders' proposed project team:

Name	Position	Role / Duties in this Project	Relevant Project Experience on Turnkey Projects	
			Project description, Client, Project period	Project Cost

ANNEXURES 5: Supply, Delivery, Installation, Commissioning and Maintenance

ANNEXURE A:

Appointment of Service Provider for the Planning, Design, Construction, Supply & Installation of an Oncology Unit (Radiotherapy Services) At Nelson Mandela Central Academic Hospital (ECDoH) (36 Months)

ANNEXURE B:

ANNEXURES 6: Technical / Functional Evaluation Criteria

Item	Requirement	Weight	Points available	Score	Criteria
1	Qualifications and Skills of The Proposed Project Team and Team Leader (and Contractor where necessary).	30%	a) 5 b) 10 c) 20		**Project Team Leader, Pr CPM:** **Turnkey experience preferred:** a) Less than 5 years post registration relevant experience b) Greater than 5 years but less than 10 years post-registration relevant experience c) More than 10 years post registration relevant experience

			a) 5 b) 10 c) 20		**Design Team Leader, Pr. Arch** Preferred experience in similar projects: a) Less than 5 years post-registration relevant experience = 5 Points b) Greater than 5 years but less than 10 years post-registration relevant experience = 10 Points c) More than 10 years post registration relevant experience = 20 Points
			a) 5 b) 10 c) 15		**Civil/Structural Engineer, Pr. Eng.** a) Less than 5 years post-registration relevant experience = 5 Points b) Greater than 5 years but less than 10 years post-registration relevant experience = 10 Points c) More than 10 years post registration

					relevant experience = 15 Points
			a) 5 b) 10 c) 15		**Mechanical Engineer, Pr. Eng.** a) Less than 5 years post-registration relevant experience = 5 Points b) Greater than 5 years but less than 10 years post-registration relevant experience = 10 Points c) More than 10 years post registration relevant experience = 15 Points

			a) 5 b) 10 c) 15		**Electrical Engineer, Pr. Eng.** a) Less than 5 years post-registration relevant experience = 5 Points b) Greater than 5 years but less than 10 years post-registration relevant experience = 10 Points c) More than 10 years post registration relevant experience = 15 Points
			a) 5 b) 10 c) 15		**Health & Safety Agent, Pr. CHSA** a) Less than 3 years post registration relevant experience = 5 Points b) Greater than 3 years but less than 5 years post-registration relevant experience = 10 Points c) More than 5 years post registration relevant experience

					= 15 Points
2	Corporate client references as proof of relevant experience	20%	a) 20 b) 40 c) 60 d) 80 e) 100		References for experience in the provision of turnkey services relating to radiotherapy projects of a similar nature: a) 1 - 3 projects last 5 years b) 3 projects last 5 years c) 4 projects last 5 years d) 5 projects last 5 years e) 5 or more projects

3	Experience at preferred CIDB grade 7GB or higher level / Portfolio of Work Done by Bidder	20%	a) 20 b) 40 c) 60 d) 80 e) 100		Building Capability based on completed similar projects within the Healthcare Sector [Construction Value incl. VAT]: a) 1-2 Projects R10-R30m b) 1-2 Projects R30-50m c) 1-2 Projects R50-70m d) 1-2 Projects R70-90m e) 1-2 Projects R90m+
4	Bidder's Proposed Project Plan And Methodology	30%	a) 0 b) 60 c) 80 d) 100		Well detailed proposal of the Methodology which includes (Design Approach/ Layout, Quality, Health and Safety Plan, Project Program, All Resources) a) Poor b) Satisfactory c) Good d) Excellent

Only bidders who scored the minimum threshold of 70 % or above shall advance to Phase III of the evaluation process. Bids/proposals that do not score the specified minimum points for functionality shall be disqualified and not be considered further.

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