



**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	SCMU3-21/22-0216-NMA	CLOSING DATE:	04 OCTOBER 2021	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY & DELIVERY & OF COCHLEAR IMPLANTS & SPEECH PROCESSORS FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS				

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

**SCM UNIT – LEVEL 2**

**NELSON MANDELA ACADEMIC HOSPITAL**

**SISSONS STREET, FORT GALE**

**MTHATHA, 5100**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MS N. MFENGUZA	CONTACT PERSON	MS N. MFENGUZA
TELEPHONE NUMBER	047 502 4518	TELEPHONE NUMBER	047 502 4518
E-MAIL ADDRESS	nobuntu.mfenguza@echealth.gov.za	E-MAIL ADDRESS	nobuntu.mfenguza@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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</b>	

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](http://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 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: .....

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON		
ADVERT APPROVED BY:		

# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

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## 2. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>ECDoh</b>	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"> <li>o The cover page and the table of content and definitions</li> <li>o Part 1 which details the Conditions of Bid;</li> <li>o Part 2 which details the Conditions of Contract and Operational Requirements;</li> <li>o Part 3 which details the bid strategy</li> <li>o Part 4 which details the Terms of Reference relating to the Technology / Services</li> <li>o Part 5 which contains all the requisite bid forms and certificates;</li> </ul> As read with GCC– <i>General Conditions of Contract</i>
<b>Goods</b>	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

## **PART 1** **Conditions of Bid**

### **1. BACKGROUND AND INTRODUCTORY PROVISIONS**

The Department intends to engage suitably qualified suppliers to supply and deliver **COCHLEAR IMPLANTS**.

### **2. OFFER AND SPECIAL CONDITIONS**

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5) with their bids.

2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 **It is a requirement that CSD Registration forms be submitted with the bid. Failure to submit will invalidate your bid.**

2.4 In the event that any form or certificate provided in Part 5 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.

### **3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

### **4. ENQUIRIES**

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

### **5. NO BRIEFING OR SITE INSPECTION WILL BE REQUIRED**

Bidders must send email enquiries to the address on the first page.

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**6. CSD REGISTRATION**

**It is a requirement that bidders register on the Central Supplier Database and submit proof of registration with the bid. Failure to register may invalidate your bid.** Tax Clearance Compliance Verification will be done with the CSD and SARS.

**7. CONTRACT PRICING AND ADJUSTMENTS**

- 7.1 The bidder must complete in FULL price details for the Goods and or Services on the Pricing Schedule form/s attached which completed form/s must be submitted together with the bid documents. Failure to comply with this requirement may invalidate the bid.
- 7.2 Prices quoted must be furnished on the basis of supply, delivery, installation, commissioning and maintenance, including warranty.
- 7.3 Bid pricing details must be completed manually using clear BLACK INK and duly signed.
- 7.4 All bid prices must be inclusive of 15% Value-Added Tax.
- 7.5 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
- 7.6 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 14<sup>th</sup> of September 2021 to price imported content offered in this bid.**
- 7.7 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	

- 7.8 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:
- 7.9 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 quote.

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

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

- 7.10 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).
- 7.11 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.
- 7.12 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
- 7.13 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.

### 8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule D.

### 9. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information **including certified copies of certificates** together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule G.

### 10. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule H

### 11. CONSORTIUM/JOINT VENTURE

- 11.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

- 11.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;
- 11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Technical Review Committee and/or the ECDH and receive instructions for and on behalf of any and all the members of the consortium;
- 11.2.4 **A copy of the agreement entered into by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.
- 11.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid

### 12. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule I

### 13. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule J which completed form, must be submitted together with the bid.

### 14. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule K. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive. Bidders must submit financial statements that are not older than a year to assess financial viability.

### 15. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule L contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

### 16. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 days** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

### 17. ACCEPTANCE OF BIDS

The ECDoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoH, of certain requirements which the ECDoH, considers to be of minor importance and not complied with by the bidder.

### 18. NO RIGHTS OR CLAIMS

18.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the Eastern Cape Provincial Government or the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

18.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

### 19. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

19.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.

19.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

### 20. ACCURACY OF INFORMATION

20.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

20.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

### 21. COMPETITION

- 21.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 21.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 21.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 21.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

### 22. RESERVATION OF RIGHTS

- 22.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this Invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 22.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 22.1.1 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 22.1.2 Reject all responses submitted by bidders and to embark on a new bid process.
- 22.1.3 Award the bid to more than one bidder.

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

- 23.1 The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 5 – Schedule F

The 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its Regulations, shall be used for this contract. Ninety points will be allocated for price, and 10 points for BBBEE.

#### 24.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: No-Negotiables
- Stage 3: Compliance to specification
- Stage 4: Price and B-BBEE Points

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

The stages are further detailed below

### 24.2 EVALUATION CRITERIA

The bid will be evaluated in terms of the 80/20 point system as stipulated in the Revised Preferential Procurement Regulations, 2017. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

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

Where

$P_s$  = points scored for comparative price of bid or offer under consideration.

$P_t$  = Comparative price of bid or offer under consideration.

$P_{\min}$  = comparative price of lowest acceptable bid or offer.

**NB:** Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates, certified copies or a Sworn Affidavit in the case of EMEs and QSEs in the form prescribed by the DTI to substantiate their B-BBEE rating claims. Obtain the Sworn Affidavit form from [www.thedti.gov.za](http://www.thedti.gov.za). A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or sworn affidavit or is a non-compliant contributor. Such a bidder will score 0 out of maximum of 20 points for B-BBEE.

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

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

**NB:** Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.

- 24.3 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-Compliant contributor. Such a bidder will score 0 out of maximum of 10 points for B-BBEE.
- 24.4 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 at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 24.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 24.6 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 registered auditor, accounting officer (as contemplated in section 60(4) of the close corporation act, 1984) (act no 69 of 1984) or an accredited verification agency will be considered for preference points.
- 24.7 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 24.8 The total points scored will be rounded off to the nearest 2 decimals.
- 24.9 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 24.10 However, when functionality is part of evaluation process and 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 functionality.
- 24.11 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 24.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

#	Requirements	Complied	
		Yes	No
A	CSD Registration		
B	Invitation to Bid (SBD1) completed and signed		
C	Pricing Schedule (SBD 3.1)		

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

D	Declaration of Interest (SBD 4)		
E	Preferential Points Claim(SBD 6.1)		
F	Declaration of Past SCM Practices (SBD 8)		
G	Certificate of Independent Bid Determination (SBD9)		
H	JV agreement if applicable		

### Stage 1 : Pre-qualification evaluation – Admin Compliance

- 25.1.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bidding process.
- 25.1.2 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.
- 25.1.3 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria. The following criteria shall apply:
- 25.2.1 Reject the Bid in question and not to evaluate it at all;
- 25.2.2 Give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a specified period determined by the department, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 25.2.3 In any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

### The following Pre-qualification criteria shall apply:

- 25.2.1 The bid documentation must be completed comprehensively and correctly.
- 25.2.2 Declaration forms (SBD 1, 4, 8, 9, 6.1), etc. must be signed.
- 25.2.3 Proof of registration with the Centralized Supplier Database (CSD).
- 25.2.4 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 24.2.5 Bidders are required to, together with their bids submit original and valid SANAS accredited B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.
- 24.2.6 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

Compliant contributor. Such a bidder will score 0 out of maximum of 10 points for B-BBEE

### Stage 2: Special Conditions of Contract

All documents below as requested must be present to prevent elimination before award during equipment verification. The exclusion of any of the following documents will nullify the bidder's award - **THESE DOCUMENTS TO BE ATTACHED UNDER THE RELEVANT Part 5 Schedules:**

Spec item No.	Contractual Elimination items Specification description before award.	Compliance Yes / No	Response	Reference in manufacturer documentation / brochures. Brochure No. & Page No
1.	<b>SUPPLY, DELIVERY, maintenance of cochlear Implant systems and their accessories</b>			
1.1.	FDA and CE number with the directive certificate of approved accreditation body must be supplied indicating the specific models of implants.			
1.2.	The ISO 9000 and/or ISO 13485 certificate of manufacturer must be attached.			
1.3.	Radiation Control Board certificate for the model offered to be attached.			
1.4.	A signed letter from the registered manufacturer (on the Manufacturer letterhead) supporting and underwriting the vendor as the only accredited and certificated vendor in South Africa for safe distribution, service and maintenance			
1.5.	The supplier must state the life expectancy of the cochlear implant system offered and software (minimum 10 years required)			
1.6.	Supplier must be a member of South African Cochlear Implant Group (SACIG). Proof of membership must be attached)			
1.7.	Supplier must offer the latest cochlear Implant currently available on the market.			
1.8.	Descriptive manufacturer literature, pamphlets and brochures and technical data sheets applicable to the offer (i.e. all components of system) must accompany the bid. These must be written in English.			
1.9.	The cochlear implant <b>must as a standard come</b> with a 10yr warranty, processor with a 3yr warranty and processor consumables with a 1yr warranty			

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

Spec item No.	Contractual Elimination items Specification description before award.	Compliance Yes / No	Response	Reference in manufacturer documentation / brochures. Brochure No. & Page No
1.10.	A fully inclusive three year warranty for the processor, including spares, is required. All maintenance and repairs will be the responsibility of the successful bidder.			
1.11.	Technicians/Clinical Support Personnel to be on site within 48 hours			

### Stage 3: Specification evaluation – See specification on Part 4

### Stage 4: Price and Preference Points Evaluation

The bid will be evaluated in terms of the 80/20 point system as stipulated in the Preferential Procurement Regulations, 2017. The 80 points will be allocated for price and 20 points for attaining B-BBEE status level of contributor

- Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.

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**PART 2**

**Conditions of Contract and Operational Requirements**

**1. CONTRACT**

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of **36** months. The bidder is further obliged for the future support while the contract is in force.

**2. FEES AND CHARGES**

- 2.1 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.2 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

**3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

**3.1 *The ECDoH's operational requirements.*** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

**3.2 *Problem identification and reporting.*** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-

**3.3 *Other Service Providers*** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

**3.4 *Regulations and statutes*** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

**3.5 *Compliance with procedures.***

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

3.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

**3.8 Contractor's procedures** The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

**3.9 Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

**3.10 Service reports:** The contractor shall, upon written request from the DOH or its appointed. Hospital Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required be the DOH or its appointed Hospital Manager to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.

### 4. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

### 5. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

### 6. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

### 7. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor :-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

### 8. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

### 9. PERFORMANCE MEASUREMENT PROVISIONS

#### 9.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Terms of Reference and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

**9.2 Compliance.** For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

**9.3 Records.** Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

#### 9.4 Measurement of performance

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper

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## SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

**9.5 Results of checks, audits and surveys** ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

## 10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

## 11. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

## 12. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

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### **PART 3**

#### **BID STRATEGY**

#### **SCMU3-21/22-0216-NMA**

#### **SUPPLY & DELIVERY & OF COCHLEAR IMPLANTS & SPEECH PROCESSORS FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS**

**The Eastern Cape Department of Health is seeking to engage a supplier/s in a bid process to SUPPLY and DELIVER COCHLEAR IMPLANTS & SPEECH PROCESSORS TO THE EASTYERN CAPE DEPARTMENT OF HEALTH.**

The Eastern Cape Department of Health Cochlear Implant Program at started running in November 2018, where the first Cochlear Implant was conducted. Thus far the department has successfully implanted a total of 46 patients and the waiting list continues to grow each day. The Programme aims to reduce people with profound hearing loss to enable them to live normal lives. The cochlear implant program has worked hard to put in place all required protocols, training for team members and structures are in place to assist these patients with pre-operative assessments, surgery, switch-on of cochlear implants, ongoing mapping of the device and rehabilitation. There are currently 11 patients who have completed their Cochlear implant candidacy assessment with many more still undergoing the process. All cochlear implant surgeries for state patients for the entire province are currently done at Nelson Mandela Academic Hospital.

The Department intends to appoint a panel of suppliers to provide the supplies and services as and when needed. For this reason, the **bid shall be awarded to a panel of suppliers or more than one company. This is required to ensure patient specific requirements are met. Each company might have unique features that assist with the management of complicated cases, in terms of hardware and software options on offer which include surgical planning, specific electrode design for cochlear malformations as well as software features that cater for pediatric cases.**

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**SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS**

**PART 4**

**TENDER SPECIFICATION FOR THE SUPPLY, DELIVERY & COMMISSIONING OF COCHLEAR IMPLANTS & SPEECH PROCESSORS AT NELSON MANDELA  
ACADEMIC HOSPITAL"**

**GENERAL INFORMATION**

All items in the specifications will have a weight from 1 to 5 indicating the importance of the specification (5 = most important).

The evaluation committee will assign a compliance value of 5 for all items which have been assigned a weight depending on the level of compliance with the specification. Supplier to comply 90% of the whole specification except the special contractual obligation

The value will be multiplied by the weight to give the score for that item.

Company must meet 90% of specification in order to proceed to next stage.

NO	DESCRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
<b>A1</b>	<b>COCHLEAR IMPLANT</b>				
1	Implant and electrode array	A minimum of 12 electrodes A reference electrode or any other similar function Receiver stimulator	5 5 5		
2	Access to a range of electrode arrays based on specific patient anatomy	Specific implants available for: Hearing preservation and meningitis or abnormal anatomy	5		
3	Cochlear implant system must be FDA and CE approved to date. Evidence must accompany the bid proposal.	FDA & CE certified	5		
4	Highest implant safety and reliability reported as Cumulative Survival Rate (CSR) in accordance with the global International Standard	Reliability reports from companies need to include sample sizes, confidence levels, time period over which the data was collected and include all of the above information for all older implants even if they are no longer Detailed evidence of all requirements as stipulated by European Consensus Statement on Cochlear Implant Failures and Explanations	5 5		

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

N0	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
4.1	Data reported should include the sources of the data and the sample size without exclusions. The time period over which the data collected should be specified.	The long-term history of reliability of different historical implants should be reported as evidence of commitment of the company to implant reliability	5		
		CSR reports should give complete historical data of all historical implants manufactured by the company for given devices (even if they are no longer on the market), describing any technical modifications (which can be integrated into historical data starting at time 0)	5		
		The complete data set of the "mother" product should always be supplied when presenting data on subsequent device modifications.	5		
		A new device can be attributed when there has been a change in the case and / or the electrodes and / or the electronics and has been labelled by its own CE mark			
4.2	Reliability data (reported as CSR as required) should include all reasons for device failure including, medical, surgical, trauma / accident	As required by European Consensus Standard statement (2005) for best standards of practice	5		
	Report on cumulative survival rate, in accordance with ISO standard 5841-2:2014	Device survival time starts to count with closure of the wound (intraoperatively).	5		
		Population sample size and time interval over which the data was collected to be provided for each type of implant reported.	5		

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

NO	DESCRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
		A minimum of 3 years for current (most recently launched) and also for 5 and 10 year intervals for former electrodes	5		
4.3	Report on cumulative failure rate, in accordance with procedures of ISO 5841:2:2014	Cumulative failure rate should be reported on all implant models including those that have been discontinued	5		
4.4	Cumulative survival rates with appropriate confidence intervals	Confidence intervals of 95% (80% or 90% if the population is below 1,000 units) should be reported	5		
		Should include all reasons for device failure including medical, surgical, trauma / accident	5		
5	Implant design compatible to minimal invasive surgery (implant housing and coil dimensions). Specifications of size of implant housing and inner coil dimensions to be provided for electrode types must be provided for this bid proposal.	Proven safety, evidence of less risk of complications, less invasive, less drilling required for placement of implant package (therefore less surgery time). Smaller and thinner size preferred.	5		
	Minimal trauma electrode design which minimises the risk (likelihood) of damage to cochlear structures. Evidence of published outcomes in peer reviewed international journals to accompany the bid proposal for hearing preservation and atraumatic insertion.	Proven safety of minimal trauma to cochlear structures to allow for possible future medical treatment advances and improved performance (Holden, 2013). Increased performance and preservation of hearing levels if indicated for access to acoustic amplification if required due to increasing number of candidates eligible for cochlear implantation with more residual hearing.	5		
	Options of electrode arrays with no change in the price of the implant system to suit anatomical	Proven outcomes for these needs and CSR information must be provided for this bid proposal for each type of electrode option.	5		

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	and physiological requirements of different patients.	Ability to select the most appropriate electrode design according to various cochlear anomalies (e.g. ossified cochlear, common cavity, reduced size of cochlear scale), and residual hearing. Access to selection of electrode arrays according to residual hearing and cochlea anomaly of the recipient with no change in the price of the implant system to provide the option of electro-acoustic stimulation, hearing preservation and consideration for mapping difficult cases (e.g. ossified cochlea).	5		
6	Dimensions of electrode(s) for this bid proposal must be provided.	Competence of surgeon in insertion of the specific device (company and device specific) within timeframe for urgent surgeries in the coming months	5		
7	Redundancy of electrical contact points of implant array. This ensures best patient outcome in all situations and conditions due to redundancy of available contact points and in cases of potential specific electrode failures continued performance and function of the system is maintained.	Evidence and specifications must be provided with bid proposal.	5		
8	Automated, cost effective, clinically valid, time-efficient two-way telemetry functions and electrophysiological measures to provide information about implant function and impedance	Evidence must be provided with bid proposal.	5		

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NO	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
	measurements to test for open and closed circuits.				
8.1	Automated, cost effective, clinically valid, time-efficient two-way telemetry functions to provide electrophysiological measures to assist with programming patients. Published evidence in international, peer-reviewed journal to be provided of electrophysiological measurements and correlation with minimum and maximum psychophysical levels for mapping must be provided with this bid proposal.		5		
8.2	Bi-directional telemetry with visual alert option and display (on processor and a monitoring device) which provides sufficient diagnostic information about device function (internal and external) for troubleshooting and feedback.	Evidence must be provided of the type and extent of information available to the clinician via monitoring device with this bid proposal.	5		
9	Integrity testing available from distributor within 72 hours (working days) in case of possible device failure which is able to provide detailed information about specific	Evidence of capability and extent of integrity testing must be provided with this bid proposal.	5		

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N0	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
	electrode function for each electrode and mode of stimulation.				
	Detailed report with recommendations for management will be provided to CTU within two weeks of device failure from company specifying type of implant failure according to international standards as in International Consensus Group on Cochlear Implant Device Reliability Reporting (Battmer et al., 2010)		5		
10	MRI compatibility	Implant should be compatible with at least 3 tesla with magnet inset	5		
11	Complete surgical equipment provided at no cost to all surgical sites.	Safety, less risk of complications and no interference with service provided	5		
12	Back-up implant in theatre at no cost to all surgical sites at all surgeries.	Provision of a back-up implant in theatre in the event of implant failure intra-operatively	5		
<b>A2</b>	<b>SPEECH PROCESSOR</b>				
1	Speech processor	Requires all of the following flexible options for each device: Worn at ear level Paediatric configuration (behind-the-ear) FM compatible with a range of systems available on national hearing aid tender	5		
2	FM compatibility		5		

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NO	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
3	Operating programmes	Multiple operating programmes that the user can select from, to assist with various listening situations, including: noise, listening to music and focusing on one speaker in a noisy environment as well as automated adaptation to different listening environment	5		
4	Sound coding and processing	A range of input processing strategies to meet the individual patient's needs	4		
5	Electro-static discharge tolerant	Should be no reported occurrences of electro-static discharge	5		
6	Implant family compatibility	Processor should be backward compatible with previous implants and implant to be compatible with future processors, to allow for upgrades and replacements over time	5		
7	Processing dynamic range	95dB SPL or more	5		
8	Telecoil	Built-in to processor with automatic phone detection	5		
9	Water resistance	Water resistance of IP57 with rechargeable battery module (protection against temporary immersion of the speech processor in water)	5		
10	Wireless connectivity	provide a wireless devices for classroom or TV or phone without the use of an intermediary device			
11	Advanced processing technology (particularly for paediatric patients)	Automatic scene classification			
<b>B</b>	<b>GENERAL</b>				
1	Input dynamic range	75dB SPL	5		
2	Microphones on speech processor	MUST include directional AND omnidirectional microphones	5		
		Frequency range of at least 100-8000Hz	5		

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<b>N0</b>	<b>DECSRIPTION</b>	<b>EXPANDED DESCRIPTION</b>	<b>WEIGHTING</b>	<b>COMPLIES YES / NO</b>	<b>DETAIL OF OFFER</b>
3	Paediatric-friendly systems	Paediatric indicator lights and tamper proof controls with monitoring device to provide diagnostic problem solving to patient / parents	4		
	Data Logging	Data logging available for all listening scenes as well as providing data on number of coil off's	5		
4	Volume and sensitivity controls	Available separately and manually controlled	4		
5	Colour options	Options to match the patient's skin/hair colour, to reduce risk of theft	3		
6	Coil	Magnet retention: range of strengths	5		
7	Trouble-shooting	General troubleshooting system for troubleshooting problems with device, allowing the patient to troubleshoot before sending device overseas for repair	5		
		Paediatric daily checks and troubleshooting: System to check that device is working effectively for paediatric patients (microphone, battery, connection to implant)	5		
8	Accessories	Monitor earphones: Monitor earphones for caregivers to monitor the processor for paediatric patients daily	5		
		3 rechargeable batteries for speech processor, as well as disposable batteries for each patient.	5		
		Device to secure processor to ear: Device to attach to processor to keep it safely and securely on the ear	3		
		Spare coil cables: at least 2 spare cables given to patient as a back-up, to maintain hearing access at all times	5		
<b>C</b>	<b>GUARANTEE AND MAINTENANCE</b>				

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

NO	DESCRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
1	Warranties	Warranty for internal implant: A minimum of 10 years, including accidental damage Warranty for speech processor: A minimum of 3 years Warranty for parts and accessories: A minimum of 1 year	5		
2	A fully comprehensive preventative maintenance, service and repair plan including all costs must be included in the warranty for the period listed under C.1. above, Software updates and upgrades to be included. This guarantee will commence on the date of issue, as recorded on the registration form.		5		
3	The above-mentioned guarantee must be included in the unit price of the equipment. The purchase pricing schedule must be completed in full.		5		
4	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		5		

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

NO	DESCRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
5	Technical support must be available to the Eastern cape cochlear Implant clinicians from a designated clinical support person. Indicate the number and qualifications of all technical support staff. Maintenance and service support must be arranged through the designated clinical support person, and loaner devices and parts must be made available during the time that the servicing or repairs take place		5		
6	Spare parts must be available within at the most three working days - state how that will be achieved		5		
7	Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.		5		
8	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		
9	The guarantee must include all materials used and all workmanship.		5		

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

N0	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
10	The guarantee must include services performed on all the equipment in the tender document.		5		
11	Spares and traveling time cost to be included in the guarantee.		5		
12	Normal service hours are from at least 8h00 to 17h00 during week days.		3		
13	Callout and backup service must be available daily for 24 hours.		3		
14	Qualified technicians, who specialise in the above mentioned system, must be immediately available to carry out the necessary services. State how many trained technicians are available.		5		
15	Supply details of reference sites where similar equipment is currently in operation in RSA or elsewhere since 2000.		5		
16	Name of Institution		3		
17	Contact Person		3		
18	Telephone / Fax Number		3		
19	Tenderers to state lifespan and end of support date of the equipment offered.		5		
<b>D</b>	<b>TRAINING &amp; SUPPORT</b>				

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

NO	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
1	Services	<p>Access to loaner devices or parts in the event of fault: It is crucial that the supplier be able to provide loaner processors to patients and spare parts within a short time period, as the international and national guidelines require the provision of a loaner device within 24-48 hours of a fault. This is therefore one of the essential specifications. It includes: Access to spare parts/loaners within 48 hours should an item break. This must be in line with warranty agreement in terms of costing (e.g. no additional costs to patients whilst in warranty period).</p> <p>A South African distribution licence: The supplier must have the licence issued by the manufacturing company to distribute the device within South Africa</p> <p>A South African distribution office and local support centre</p> <p>An office within South Africa with a dedicated support and repair service, with local personnel and spare parts/loaners</p>	5		
2	Support	<p>Training for surgeons and audiologists on specific devices and provision of MAPping and surgical equipment</p> <p>Local expert within South Africa to support in theatre and for MAPping challenging cases. This is to be available during initial activations and during routine MAPping sessions. Local representative of supplier within South Africa to attend theatre when needed.</p>	5		
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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

NO	DESCRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
		Long-term support: Commitment to support the cochlear implant unit in terms of loaners, services, technical support and training	5		
		Life-long support for each patient implanted. The ability to guarantee life-long support to each recipient of a cochlear implant, regardless of the South African market	5		
<b>E</b>	<b>DELIVERY AND INSTALLATION</b>				
1	The equipment and accessories ordered shall be delivered, installed, tested and commissioned at Tenderers' expense prior to acceptance.		5		
2	Upon commissioning the system, a person fully conversant with the system must be immediately available to provide the departmental audiologists and ENTs with full training. Full details of this course and a timetable must be supplied.		5		
3	After the initial training, additional training support must be supplied at intervals over a period of one year to ensure successful utilization of all functions.		5		
	<b>Electrical power</b>				
1	Electrical power requirements must be stated.		5		

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# SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS

NO	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
<b>G</b>	<b>SUMMARY OF PRICES</b>				
1	It is frequently difficult to establish exactly what has been included in a tender offer and tenderers must therefore include a quotation detailing what has been included and showing the breakdown of prices. For example, a function or a part may be indicated as an optional item on a pamphlet but may be required to meet the specification and it could be unclear whether that part has been included in the tender price. The breakdown of the prices also assists if part payments have to be made. The following prices must be indicated separately:		5		
2	Price of the Unit		3		
<b>H</b>	<b>CONSUMABLES</b>				
1	Coil	Circular object that sits over the implant. Sound is transferred to the implant by the coil	5		
2	Coil cable	Connects the coil to the processor	5		
3	Integrated coil and Cable (If Applicable)	Circular object that sits over the implant. Sound is transferred to the implant by the coil with cable that connects the coil to the processor	5		
4	Microphone covers	Is designed to keep dirt and moisture away from the sound processor	5		

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**SUPPLY DELIVERY OF COCHLEAR IMPLANTS & SPEECH PROCESSORS**

NO	DECSRIPTION	EXPANDED DESCRIPTION	WEIGHTING	COMPLIES YES / NO	DETAIL OF OFFER
5	Rechargeable batteries	An average Cochlear Implant rechargeable battery lasts up to 19 hours(for smaller batteries) and up to 40 hours for bigger batteries per charge. are more cost effective and environmentally friendly option than disposable batteries, and are easy to remove and replace.	5		
6	Standard Cochlear Implant Disposable batteries (675)	Implant size 675 zinc batteries	5		
7	Drying Device for cochlear implant sound processor	Drying device prolongs the life span of the processor by removing sweat and access moisture	5		
8	Adapter to retain rechargeable and/or disposable batteries		3		
9	Dry bricks (if applicable)	desiccant used to capture moisture and prevent damage of components	3		
10	Depth gauge	Instrument used by surgeons to measure the number of active electrode bands that can be inserted into the cochlear and assisting in determining the most appropriate implant model to use in especially difficult cases	5		
11	Retention Options for infants paedts and adults	Helps to keep sound processor in place and prevent the sound processor from falling off the ear.	3		

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

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients are familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder,

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and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## 2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 1. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 2. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and Terms of Reference.
- 3. Use of Contract documents information; inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any Terms of Reference, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.1 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 4. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser
- 7. Performance Security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analysis**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packaging**

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

## **10. Delivery documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and Terms of Reference of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's Terms of Reference) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at

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the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

## 25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by

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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  
insolvency**

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

**27. Settlement  
Disputes**

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

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

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

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

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

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

**28.**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing Language**

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

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- 30. Applicable Law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and Duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PracNote-Annexure A-GCC

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**Part 5 – Schedule B**  
**Application for Tax Clearance Certificate**

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**CSD VERIFICATION /TAX COMPLIANCE REQUIREMENTS**

**IT IS A CONDITION OF BIDDING:-**

1. The Department of Health will verify the tax compliance status of bidders on the central Supplier Database (CSD) for all price quotations and competitive bids exceeding the value of R30 000 (Vat inclusive) prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.

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

[illegible]

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<b>NO</b>	<b>ITEM/SERVICE NAME</b>	<b>ITEM /SERVICE DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
		<b>TOTAL</b>		

**BID PRICE IN RSA CURRENCY**

**\*\* (ALL APPLICABLE TAXES INCLUDED)**

- 
- Required by: Department of Health  
  
NELSON MANDELA ACADEMIC HOSPITAL
- Items to be delivered at:  
**STORES NELSON MANDELA ACADEMIC HOSPITAL**  
**NO 3 SISSONS STREET**  
**FORTGALE**  
**MTHATHA**  
**5099**
- 

- **Does the offer comply with the specification(s)?** **\*YES/NO**
- **If not to specification, indicate deviation(s)** .....
- **Required Delivery Period is .....days after receipt of Purchase order** **YES/NO**

**Delivery basis (Firm)**

**YES/NO**

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**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

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

**\*Delete if not applicable**

**Signature: .....**

**Date:.....**

.....  
**Name of Bidder**

.....  
**Capacity / Position**

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## PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

Index..... Dated.....    Index..... Dated.....    Index..... Dated.....

Index..... Dated.....    Index..... Dated.....    Index..... Dated.....

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

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

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

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AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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