



PART A
INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (EASTERN CAPE DEPARTMENT OF HEALTH)					
BID NUMBER:	SCMU3-22/23-0108-HO	CLOSING DATE:	29 July 2022	CLOSING TIME:	11H00
DESCRIPTION	Request for supply and delivery of Ophthalmic Medical Equipment (Optical Coherent Tomography) in ECDoH facilities for a period of 36 months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT UNIT					
GLOBAL LIFE BUILDING					
PHALO AVENUE					
BISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr M Magula		CONTACT PERSON	Mr Magula	
TELEPHONE NUMBER	040-608 9699		TELEPHONE NUMBER	040-608 9699	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mzuhleli.magula@echealth.gov.za		E-MAIL ADDRESS	Mzuhleli.magula@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

INVALID

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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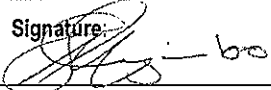
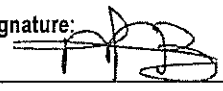
LIST OF ABBREVIATIONS:

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



Bid No.: SCMU3-22/23-0176-HO: SUPPLY AND DELIVERY OF DOMESTIC FURNITURE IN ECD_oH FACILITIES FOR A PERIOD OF 36 MONTHS

DOCUMENT CONTROL SHEET

Revision			
Drafted By	Date: 20 June 2022	Name: M Magula	Signature:
Reviewed By	Date:	Name:	Signature:
Recommended by: Programme Manager	Date: 23 June 2022	Name: Mr A.M Cengimbo	Signature: 
Approved By: Specification Committee	Date: 24-06-2022	Name: B. Mabentsela	Signature: 

PART A: BID NOTICE:

Bid Notice No: SCMU3-22/23-0108-HO

EASTERN CAPE DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY MANAGEMENT

Notice: THE DEPARTMENT INTENDS TO ENGAGE SUITABLY QUALIFIED SUPPLIERS FOR THE SUPPLY AND DELIVERY OF OPTICAL COHERENT TOMOGRAPHY IN ECD_oH FACILITIES FOR A PERIOD OF 36 MONTHS

1. The Eastern Cape Department of Health has pursued the services of qualified service providers and or contractors to supply, maintain and support medical equipment for health facilities commissioning projects. The ECDOH has extended the health technology commissioning and re-commissioning programme to new and existing health facilities throughout the Province of the Eastern Cape. The overall objective of the programme is to strengthen health service delivery and improve service quality in all health facilities. The programme is split into two sub-programmes: sub-programme 1: Medical equipment supply, delivery and acceptance, installation, testing and commissioning, training (use and maintenance), and handing over. Sub-programme 2: Providing maintenance and application support services.
2. The two (2) sub-programmes aim to improve suitability, availability, utilization, safety and functionality of medical equipment and related incidental services in Public Health Facilities (hereinafter called the Final Beneficiary) of the Eastern Cape Department of Health.
3. The Eastern Cape Department of Health (hereinafter called the Purchaser) now invites sealed bids from prospective Bidders for medical equipment supply, maintenance, support and related incidental services. Interested prospective Bidders may obtain further information in respect of the Tender Documents from the office of the Purchaser.
4. A complete set of Bidding Documents written in English may be purchased by prospective bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of R100.00 price for each set. The documents will be available from 12h00 on **the 24th June 2022**
5. Bidders have the option to form consortia or joint venture (JV) between companies. Such consortia (joint ventures) will be limited to two (2) companies only. In case of a consortium the Bidders have to define clearly the responsibility of the consortium partners and state the lead partner of the consortium.
6. Bids must be delivered to the address below at or before **11.00** hours (local time). Bids will be opened in the presence of the bidders' representatives, who choose to attend in person at the address below at **11:00** hours (local time) on **the 29th July 2022**

PART B: INSTRUCTIONS TO BIDDERS

1. BACKGROUND

- 1.1 The Eastern Cape Department of Health has pursued the services of qualified service providers and or contractors for the supply, delivery and commissioning of ophthalmology equipment for various health districts in the Eastern Cape Department of Health. It is intended that this intervention will be applied throughout the Province of the Eastern Cape benefitting new and existing public Health Facilities in all 8 health/ municipal districts, for which this invitation for tender covers.
- 1.2 The objective of this programme is to establish the required contracts for supply, commissioning and maintenance of health technology and equipment, thus contributing to an improved delivery of health services to the population. The programme purpose is to strengthen quality of health services in public health facilities in the province.

2. LEGISLATIVE AND REGULATORY FRAMEWORK

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

3. SCOPE OF SERVICES

- 3.1 The services through the Service Providers/Contractor shall cover supply, delivery and commissioning of ophthalmology equipment. In addition to these services, the Service Provider/Contractor will be responsible for the supply of spare parts, as required.

4. COST OF BIDDING

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

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

6. CLARIFICATION OF DOCUMENTS

- 6.1 Any Bidder requiring any clarification of the Tender Document may notify the Purchaser in writing at the mailing address as indicated in the Notice. The Purchaser will respond in writing to any request for clarification received no later than 5 days after the briefing or information sharing meeting. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have attended the briefing or information sharing meeting.
- 6.2 A bid briefing session will be held as per date and time specified on the bid notice with a view to provide an opportunity to the Bidders to interact in person with the Purchaser so that the price schedule and other information are correctly filled in and also to ensure that the submitted bids become responsive. All prospective Bidders are invited to the bid briefing session however the number of prospective bidders attending briefing session may have to be regulated due to COVID-19 pandemic restrictions.

7. AMENDMENT OF TENDER DOCUMENTS

- 7.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by amendment.
- 7.2 The amendment shall be notified in writing or fax to all Bidders who have attended the briefing session and who have received the tender documents. The amendment shall take precedence and shall be binding.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids.

8. LANGUAGE OF BIDS, UNITS OF MEASUREMENT

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

12. PERIOD OF VALIDITY

- 12.1 Bid must be valid for the period of at least hundred and twenty (120) days from the date of closing of the Bid. Bid validity for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax. A Bidder granting the request will not be required nor permitted to modify his Bid.

13. RESPONSE FIELDS

- 13.1 Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.
- 13.2 In the event that any returnable form or certificate provided in Part G of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.
- 13.3 Non-compliance with this condition may invalidate the bid for the item(s) concerned.

14. SEALING AND MARKING OF BIDS

- 14.1 The Bidder shall seal the original in an envelope, duly marking the envelopes as "ORIGINAL". The envelope shall then be sealed in an outer envelope.
- 14.2 The inner and outer envelope shall:
 - a) Be addressed to the Purchaser at the address given in the Invitation for Bid; and
 - b) Bear the Project Name and Bid Number – indicated in the Invitation for Bid, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Invitation for Bid.

19. FRONTING

- 19.1 The Purchaser supports broad based black empowerment and recognizes that true empowerment can be achieved through individuals and businesses conducting themselves in line with the country's Constitution and in an honest fair, equitable, transparent, and legal manner. Against this background, the Purchaser condemns any form of fronting.
- 19.2 The Purchaser, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be
- 19.3 On the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Purchaser may have against the bidder/contractor concerned.

20. MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The Bidder may modify or withdraw his/her Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 14 of the Instructions to Bidders. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of Bids.
- 20.3 No Bid may be modified subsequent to the deadline for submission of Bids.
- 20.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in this bid.

bid's responsiveness is to be based on the contents of the bid itself without remedy to extrinsic evidence.

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

24. EVALUATION CRITERIA

24.1 Stage 1: Administrative Requirements

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

☐ **Central Supplier Database**

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

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

Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point. For Bidders bidding as a Consortia / Joint Ventures / Sub-contractors, consolidated BEE certificate for the JV must be submitted certified copies of B-BBEE Verification Certificates. Failure to submit BEE certification will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

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

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

24.2 Stage 2: Functionality Evaluation

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

☐ **Technical Specifications (Ts)**

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

☐ **Usability and Application (UA)**

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

☐ **Maintainability and Serviceability (Ms)**

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

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

3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 24.3.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or sworn affidavit in case of EMEs and QSEs at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 24.3.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 24.3.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency or sworn affidavit will be considered for preference points.
- 24.3.7 Failure on the part of the bidder to comply with above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 24.3.8 The ECDOH may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 24.3.9 The points scored will be rounded off to the nearest 2 decimals.
- 24.3.10 The Purchaser reserves the right to negotiate further with preferred bidders who obtain better scores on functionality or on specifications items that are of high importance/significance and preferred by the Purchaser.

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

25 AUTHORISATION DECLARATION

- 25.1 Any bidder who is sourcing goods and services from a third party must complete the Authorisation Declaration (Part G – Form No.2) form in full for all relevant goods and or services, signed and submitted together with the bid documents at the closing date and time of the bid.
- 25.2 The Purchaser reserves the right to verify any information supplied by the bidder in the authorisation declaration and bid submission, should the information be found to be false or incorrect, the Purchaser will exercise any of the remedies available to it in the bid documents.
- 25.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement and or obligations between the bidder and the third party shall be binding to the ECDOH.
- 25.4 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such Goods and or Services offered.

26 CONTRACT PRICING AND ADJUSTMENTS

- 26.1 The bidder must complete in FULL price details for the Goods and or Services on the Pricing Schedule form/s attached as Part H – Schedule E which completed form/s must be submitted together with the bid documents. Failure to comply with this requirement may invalidate the bid.
- 26.2 Prices quoted must be furnished on the basis of supply, delivery, installation, commissioning and maintenance, including warranty.
- 26.3 Bid pricing details must be completed manually using clear BLACK INK and duly signed. Where electronically completed submissions are made, every page must be initialled.
- 26.4 All bid prices must be inclusive of 15% Value-Added Tax.

- 26.11 Fluctuations between order date and invoice settlement date: Any further fluctuation in the ROE and the cost of taking forward cover, which may occur between the purchaser order and the date of the invoice settlement, shall be absorbed by the Supplier.
- 26.12 Any request for price changes or rate of exchange variation shall be supported by documentary evidence, in the form of proof of the applicable rates on the applicable dates, by providing printouts of the South African Reserve Bank rates
- 26.13 Applications for price adjustments must be submitted in a formal letter listing the items applicable to the adjustment and accompanied by documentary evidence in support of any adjustment claim.

27 DECLARATION OF INTERESTS

- 27.1 The bidder must complete and submit with the bid a duly signed declaration of interest (SBD 4) form. The declaration of interest form is attached as Part G – Form No.4.
- 27.2 Failure to comply with this condition shall invalidate the bid.

28 DECLARATION OF PAST SCM PRACTICES

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

29 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

PART C: BID STRATEGY

SUPPLIERS FOR THE SUPPLY AND DELIVERY OF OPTICAL COHERENT TOMOGRAPHY IN ECD_oH FACILITIES FOR A PERIOD OF 36 MONTHS

- The Purchaser reserves the right to split-award contracts to more than one preferred bidder for the same equipment type or item.
- The Purchaser reserves the right to split-award contracts per health service region or regions to more than one preferred bidder.
- For multiple bidders bidding for the same item Make and/or Model, the item will only be awarded to the bidder scoring the highest number of points. The same item Make and or model will not be awarded to more than one bidder for the same line item.
- All equipment that are grouped as a series in the specifications can be treated as a group series and can be evaluated and awarded as such for standardization.
- Where two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- A contract may, on reasonable and justifiable clinical benefits, be awarded to a bid that did not score the highest number of points.
- The successful bidder will be requested to supply, install, commission and maintain the equipment ordered directly to where the equipment is required.
- The contract is rates / item price based and will be utilized on an as and when required principle.

- 1.9 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.10 **“Black woman-owned enterprise”** means an enterprise with at least 25.1% representation of black women within the black equity and management portion.
- 1.11 **“Calibration”** a procedure used to determine a device’s accuracy using test equipment whose own accuracy is appropriate and has been verified and, as needed, adjusting that medical device to meet the manufacturer’s specifications.
- 1.12 **“Clinical engineer”** a professional who supports and advances patient care by applying engineering and managerial skills to health-care technology (American College of Clinical Engineering). While a clinical engineer is a specialized biomedical engineer, the terms are often used interchangeably.
- 1.13 **“Clinical engineering technician (CET)”** a professional who supports and advances patient care by applying engineering and technical skills to medical equipment. CETs install, inspect, maintain, repair, calibrate and modify medical equipment and support systems to adhere to standard guidelines. CETs educate and advise clinical staff on theory of operation, physiological principles, and safe clinical application of medical equipment maintaining quality patient care.
- 1.14 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.15 **“CMMS” (Computerised Maintenance Management System)** is a computer based asset management system to list all equipment used in patient-care activities, regardless of ownership and to document maintenance services and status.
- 1.16 **“Commissioning”** means a systematic process of ensuring that the health facility as a whole and all technological systems, both movable and immovable, perform interactively according to the design intent, and satisfies the Purchaser’s clinical service and operational needs. This shall be achieved by beginning in the design phase, documenting the design intent and continuing through construction, acceptance and the warranty-period with actual verification of performance.

- 1.6 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.7 **"Corrective maintenance"** A process used to restore the physical integrity, safety and/or performance of a device after a failure. Corrective maintenance and unscheduled maintenance are regarded as equivalent to the term repair. This contract uses these terms interchangeably.
- 1.8 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.9 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.10 **"Day"** means calendar day;
- 1.11 **"Delivery"** means delivery in compliance with the conditions of the contract or order;
- 1.12 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand;
- 1.13 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.14 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.15 **"Downtime"** the time that a device is not available for clinical use because of the need to perform activities such as INSPECTIONS, PREVENTIVE MAINTENANCE, and REPAIRS. Downtime is specified in hours or as a percentage. Note that it is typically calculated only over a specified "use period." A use period is based on when a device is scheduled to be available for clinical use or when a contract's terms specify that a device will be available. For instance in this contract, the use period is 24 hours a day for 365 days a year, or for 52 weeks a year.
- 1.16 **"Dumping"** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

b) who is a female; and/or

c) who has a disability:

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

- 1.27 **“HT Directorate”** means the unit which will have the responsibility to manage performance of the Supplier/Contractor;
- 1.28 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured;
- 1.29 **“In-house service”** the SERVICING of medical equipment performed by the Purchaser’s own staff.
- 1.30 **“Inspection”** refers to scheduled activities or interactions with medical equipment designed to detect unsuspected equipment problems, or to ensure medical equipment functions correctly. It includes both performance inspections and safety inspections. These occur in conjunction with performed preventive maintenance, corrective maintenance, or calibration but can also be completed as a stand-alone activity scheduled at specific intervals.
- 1.31 **“Inspection and preventive maintenance (IPM)”** IPM refers to all the scheduled activity necessary to ensure a piece of medical equipment is functioning correctly and is well maintained. IPM therefore includes inspection and preventive maintenance (PM).
- 1.32 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place;
- 1.33 **“Maintenance”** is interaction with medical equipment designed to identify and correct suspected equipment problems, or to perform activities designed to prevent the future occurrence of problems (inspection and preventive maintenance). Maintenance is a collective term comprising of acceptance inspection, calibration, inspection, modification, overhauls, preventive maintenance, and repair.
- 1.34 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities;

- 1.43 **"Predictive maintenance"** This activity involves a forecasting technique to determine the rate of failure of certain types of replaceable components (e.g. batteries, valves, pumps, seals). The maintenance interval is then set so components are replaced before they fail, ensuring the equipment continues to operate reliably.
- 1.44 **"Preliminary taking over"** this is commissioning milestone where the Purchaser issues provisional acceptance of the goods and services which represents the start of the warranty period commencing on the date of issuing of preliminary acceptance certificate by the Purchaser or the duly appointed agent.
- 1.45 **"Preventive maintenance (PM)"** PM involves maintenance performed to extend the life of the device and prevent failure. PM is usually scheduled at specific intervals and includes specific maintenance activities such as lubrication, cleaning (e.g. filters) or replacing parts that are expected to wear (e.g. bearings) or which have a finite life (e.g. tubing). The procedures and intervals are usually established by the manufacturer. In special cases the user may change the frequency to accommodate local environmental conditions. Preventive maintenance is sometimes referred to as 'planned maintenance' or 'scheduled maintenance'. This contract document uses these terms interchangeably.
- 1.46 **"Project site"** where applicable, means the place indicated in bidding documents;
- 1.47 **"Purchaser"** means the Eastern Cape Department of Health (ECDOH) purchasing the Goods and Services;
- 1.48 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;
- 1.49 **"Repair"** a process used to restore the physical integrity, safety, and/or performance of a device after a failure. Used interchangeably with corrective maintenance.
- 1.50 **"Repair time"** the hands-on time needed to repair and have medical equipment ready for return to use, which is the time entered on the associated work order or job card.
- 1.51 **"Response time"** the time from the initiation of a request for SERVICE until a service representative solves the problem (e.g., by telephone) or arrives to REPAIR a device or to remove it for repair.
- 1.52 **"Revisable item"** an item is declared revisable only if it has minor defects or is partially compliant.
- 1.53 **"Safety inspections"** these are activities performed to ensure the device is electrically and mechanically safe. These inspections may also include checks for radiation safety or dangerous gas or chemical pollutants. When these inspections are done, the results are compared to local standards as well as to

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

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

2 APPLICATION

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

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

3 STANDARDS

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

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

4 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

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

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

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

Africa, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser.

- 7.4 The performance security will be discharged by the purchaser and returned to the contractor not later than thirty (30) days following the date of completion of the contractor's performance obligations under the contract, including any warranty obligations. Discharge of the performance security to the contractor shall be done only for completed contractor service obligations. Release of payments will be authorised by the purchaser when goods or service obligations are received and completed during the contract period.
- 7.5 Where the contractor fails to complete his obligations under the contract terms and conditions, the remaining proceeds of the performance security shall be payable back to the purchaser including unused funds and or savings made from the service performance security.

8 DEMONSTRATIONS, INSPECTIONS, TESTS AND ANALYSES

- 8.1 All bidding, pre-award and post-award testing and demonstration of Goods and Services will be for the account of the Bidder and or Contractor.
- 8.2 Goods and Services to be rendered shall at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Purchaser or an organization acting on behalf of Purchaser.
- 8.3 Routine quality assurance inspections to goods and services during the contract period shall be carried out by the Purchaser or by any duly authorised Commissioning Agent at will, and the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the Goods and Services to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the Goods or Services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such Goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Contractor.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

11 INSURANCE

- 11.1** The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation, testing and commissioning.
- 11.2** The Contractor shall obtain a workman's compensation insurance, public liability insurance and insurance covering liability for damage to properties and injuries to persons arising from negligence or default of the Contractor and any other relevant policies commonly taken for the provision of said Goods and Services. The insurance policies shall cover adequate compensation as per the prevailing laws of the Republic of South Africa.
- 11.3** The Contractor must also provide all risk property insurance to cover all equipment belonging to the Purchaser on the Contractor's site or in transit using company vehicles.
- 11.4** All policies of insurance shall be taken out in the name and account of the Contractor.

12 TRANSPORTATION

- 12.1** Pricing for the offered Goods and Services by the Contractor shall be all-inclusive of delivery transportation.
- 12.2** Deliveries shall be made directly to the Purchaser's final beneficiary throughout the Eastern Cape region in accordance with commissioning obligations specified in Part E.

13 INCIDENTAL SERVICES

- 13.1** The supplier shall be required to provide any or all of the following services, including additional services, specified in Part E of this contract:
 - a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in this contract, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 PAYMENT

16.1 Payment for equipment and commissioning services:

- a) The Purchaser's HT Project Manager or any duly appointed Commissioning Agent shall have authority to certify payment for equipment and services provided under the Contract. Without prejudice, the Purchaser or Commissioning Agent shall issue preliminary Taking Over certification after the Contractor has satisfied contract terms and conditions, and commissioning service obligations specified in Part E.
- b) The Contractor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and evidence of preliminary taking over by the Purchaser that certifies fulfilment of contract obligations stipulated in the contract under Part E.
- c) Payments for goods: 100% of the equipment's contract amount will be paid by the Purchaser within thirty (30) calendar days after completion of delivery, installation and acceptance testing of the goods.
- d) Payments for services: 100% of the services contract amount will be paid by the purchaser within thirty (30) calendar days after over the provision of the performance guaranty.

16.2 Payments for maintenance services:

- a) The Purchaser's HT Project Manager or any duly appointed firm's Clinical Engineer shall have authority to certify payment for maintenance services provided under the Contract. Without prejudice, the Purchaser or duly appointed Clinical Engineer, shall certify maintenance services completed by the Contractor, upon the Contractor having satisfied contract terms and conditions, and service obligations specified in Part F.
- b) Together with the invoice the Contractor shall furnish documentation related to conducted maintenance services, service certification, record of completed training activities and indicators linked to actual response time, equipment downtime and other indicators agreed upon in this contract.

20 SUBCONTRACTS

- 20.1** The Contractor shall notify the purchaser in writing of all sub-contracts to be awarded under this contract if not already specified in the bid.
- 20.2** Such notification, in the original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.
- 20.3** Sub-contractors must comply with the provisions of the Contract.

21 DELAYS IN CONTRACTOR'S PERFORMANCE

- 21.1** Delivery of the goods and performance of services shall be made by the contractor in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2** If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the purchaser shall evaluate the situation and may at his discretion extend the contractor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the contractor's point of supply is not situated at or near the place where the supplies are required, or the contractor's services are not readily available.
- 21.5** Except as provided under Clause 25, a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalties, pursuant to Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of penalties.
- 21.6** Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the contractor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the contractor.

or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25 FORCE MAJEURE

- 25.1 Notwithstanding the provisions of Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 TERMINATION FOR INSOLVENCY

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

27 SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Contractor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Contractor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

29 LIMITATION OF LIABILITY

- 29.1** Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the Purchaser; and
 - b) the aggregate liability of the Contractor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30 CONTRACT PERIOD

- 30.1** The contract period for equipment and services supply shall commence on the Effective Date subject to contractor performance under the terms and conditions of this Contract, the Contract shall continue for a period of (36) months expiring on the 1st anniversary of the Effective Date ("Contract Period").
- 30.2** The contract period for commissioning services and maintenance services shall commence on the Purchase Order issuance date and Preliminary Taking Over date respectively, subject to contractor performance under the terms and conditions of this Contract, the Contract period shall continue for a period of (24) months expiring on Final Taking Over date.
- 30.3** Where preferred by the Purchaser, additional after warranty maintenance services shall commence on the Final Taking Over Date subject to the Contractor furnishing payment for a Performance Security and under the terms and conditions of this Contract, the Contract period for the additional maintenance service shall continue for a period of (5) years, unless stated otherwise.

31 EXTENSION OF CONTRACT PERIOD

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

36 NOTICES

- 36.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by fax and confirmed in writing to the address specified for that purpose in the Special Conditions of the Contract's Authorization Declaration form.
- 36.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later. The time mentioned in the contract documents for performing any activity after such aforesaid notice has been given, shall be determined from the date of delivery of such notice.

37 TAXES AND DUTIES

- 37.1 A foreign supplier shall be entirely responsible inter alia for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country incurred until delivery of contracted goods to the Purchaser.
- 37.2 A local supplier shall be entirely responsible inter alia for all taxes, stamp duties, license fees, and other such levies incurred until delivery of the contracted goods to the Purchaser.
- 37.3 No contract shall be concluded with any bidder whose tax matters are not in order. The bidder should ensure that tax status is compliant and updated on the Central Supplier Database (CSD).

38 OWNERSHIP AND COPYRIGHT

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

PART E: MEDICAL EQUIPMENT COMMISSIONING SERVICES AGREEMENT

39 COMMISSIONING SERVICE OBLIGATIONS OF THE CONTRACTOR

39.1 Supply:

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

h)	The Contractor shall provide together with the goods the educational material for maintenance and user training courses. The educational material will be in English without any exception. The educational material shall be approved by the Purchaser.
i)	The Contractor shall deliver together with the equipment one hard copy and one CD/Video of the operation (user) manual and maintenance (service) manual in English delivered with each unit provided to the Purchaser. Service manuals shall provide the following, but not limited information: fault finding guide, circuit diagrams / schematics, circuit descriptions and layouts, test and calibration guide, part-numbers for parts and enlarged diagrams for mechanical parts
j)	All labels and indications on the equipment as well as the software included with the equipment shall be in English.
k)	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, shall be supplied and delivered with the equipment at no extra cost to the final bid price
l)	Delivered service manuals shall document and provide all possible access codes for equipment software, where applicable.
m)	The Contractor shall provide to the Purchaser's beneficiary a qualified Clinical Engineer and relevant Application Specialist during equipment delivery and preliminary acceptance. Deliveries performed by unqualified third parties shall be rejected and the Contractor shall carry all associated costs.
n)	The Purchaser will inspect the delivered goods and equipment checking their quantities and their integrity in relation to technical specification.
o)	Where installation is not included in the contract, the Purchaser will install directly or through a third party, and check the quality of the goods in this phase and will preliminary accept the goods in accordance with the result of the check.
p)	The Contractor may be present during the above mentioned installation phases. If the Contractor is not present, they shall accept any decision taken by the Purchaser.
q)	The Contractor shall supply to the Purchaser all the consumables, measurement, test and calibration instruments used during official commissioning operations. All the expenses necessary for the official testing and commissioning procedure shall be responsibility of the Contractor.
r)	The Purchaser shall evaluate, item by item, the consistency of the goods and the services supplied respecting the contract conditions and the technical specifications.

	maintainers, has access to services and utilities, and provides safe operating conditions to the user and maintainer.
ii.	Electrical reticulation and distribution arrangements essential to ensuring that all persons using the room occupied by the equipment are protected from potential health and safety hazards presented by the installation.
iii.	Mechanical installations and arrangements required to provide favorable environmental conditions for the equipment, healthy and safe conditions to both the user and maintainer.
iv.	Electronic and ICT arrangements required by the installation within the vicinity of the equipment location, unless otherwise stated by the Purchaser in writing.
c)	The Contractor shall not decommission old existing equipment from a room or location without first obtaining written consent by the Purchaser. The Contractor shall ensure that decommissioned old equipment and parts are handed over to the Purchaser. No asset shall be removed from the Purchaser's site without written consent by the Purchaser.
d)	The Contractor shall transport the equipment inside the hospital to the exact installation site, open the packages, assemble and install it according with the manufacturer requirements.
e)	The Contractor shall perform Field Installation Verification which verify that all equipment and systems comply with local health and safety codes, including building design plans and specifications.
f)	The Contractor shall clean up the site of any packaging/shipping material after installation and after requesting the Purchaser whether or not the original boxes must be left with the Purchaser;
g)	The Contractor shall install the equipment taking into consideration the construction characteristics of the hospital receiving the equipment.
h)	The Contractor is responsible to install the equipment "ready to start" for testing and commissioning.
i)	Any damage to hospital structures or finishing caused by the Contractor personnel during the installation will be repaired by the Contractor within 2 weeks using the same construction materials of the damaged areas. Workmanship quality shall be consistent with that of existing and adjacent installations.

39.4 Acceptance Inspection (or acceptance testing):

	by the Manufacturer. The quality and level of the training shall be equivalent to the Manufacturer's original factory training. The training will be held in English Language.
c)	The Contactor shall conclude training of users within 10 days from date of official testing and commissioning. Training shall be available on request to the Purchaser for the duration of the warranty period at no additional cost.
d)	The Contractor's Application Specialist shall train users at the Purchaser's installation-site and at own cost. The location of the training course delivery shall be the place where the equipment is delivered and installed.
e)	The training course for users shall be both theoretical and practical, using the equipment in the offered configuration and planning simulations of all possible mistakes/errors occurring during equipment utilization.
f)	The practical training course shall be organized and offered for maximum 2 users per session for each equipment item installed.
g)	The equipment training course for users shall focus on at least the following topics:
i.	Presentation and contacts of the key reference personnel (application specialists and technicians/engineers);
ii.	Correct equipment daily set-up, testing and calibration;
iii.	Correct equipment clinical application and utilization;
iv.	Possible user-errors/mistakes plus risks for users and patients;
v.	Daily cleaning, disinfection and maintenance inspection procedures in order to assure long equipment life;
vi.	General equipment functions in the offered configuration and display, alarm signals and error signals showing all the possible equipment functions;
h)	The average duration of the course shall not be less than 2 hours per item.
i)	The evaluation of the know-how acquired will be done by the Contractor through two (2) tests: one (1) entrance test prior to beginning the course and one (1) final test at the end of the course. The trainees shall certify that the received training is satisfactory.
j)	Additional and refresher training by the Application Specialist shall be administered for the full 2-year warranty period at no additional cost to the Purchaser. The training shall be provided upon request by the Purchaser.

iv.	Calibrations and daily maintenance procedures in order to assure the longest equipment life;
v.	Inspective and Preventive Maintenance procedures and its regular recurrence;
vi.	Corrective maintenance (to solve the most frequent problems);
vii.	Equipment safety controls.
i)	The average duration of the training course shall not be less than 2 hours per item.
j)	A final test administered by the trainees shall be organized at the end of the training course in order to verify the know-how acquired. The test results shall be delivered to the Purchaser before commissioning. A certificate of competency must be issued to the trainees on successful completion of the training.
k)	In the event that the Purchaser has not provided maintenance personnel to the Contractor to train, the training obligation shall remain valid for the duration of the full warranty period.
l)	Additional and refresher training shall be available on request by the Purchaser.

39.7 Preliminary Equipment Handing Over:

	Contractor obligations
a)	Official testing and commissioning will be carried out per Equipment Order when all items and services of the Lot have been supplied.
b)	The Contractor shall apply by written notice to the Purchaser for an Official Testing and Commissioning not less than 10 days before the date when, in the Contractor's opinion, the delivery of the goods and services of one Order will be complete and ready for Preliminary Taking Over by the Purchaser
c)	Upon receipt of the above mentioned note and within 15 days after the receipt of the equipment and the Services according to the specified requirements, the Purchaser shall conclude the Official Testing and Commissioning procedure.
d)	If the Purchaser fails to conclude the Official Testing and Commissioning procedure within the aforementioned period he shall be deemed to have issued the Preliminary Taking-Over Certificate on the last day of that period.

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

40 MAINTENANCE SERVICE OBLIGATIONS OF THE CONTRACTOR

40.1 Preventive Maintenance (PM) Services:

- a) The Contractor shall perform in full all OEM specified preventive maintenance services for the full Manufacturer Warranty period established in this contract.
- b) After warranty Preventive Maintenance services, optional to the Purchaser, shall begin from the date of Preliminary Taking Over (after testing and commissioning). The Contractor shall price the optional (5) five-year Preventive Maintenance and Call-Out Service fees in the specified pricing schedule indicated in Part H – Schedule E for the equipment.
- c) The Contractor shall perform appropriate PM services on the equipment offered as per requirements of the original equipment manufacturer (OEM). The contractor shall prepare and submit PM schedules for the equipment scope for approval by the Purchaser or any other duly appointed representative. In the absence of which and with approval by the Purchaser, other relevant publications such as ECRI or other relevant publications may be referred to.
- d) The Contractor shall submit its proposed PM plan/schedule annually effective from warranty start-date for the equipment scope offered, to Health Technology (HT) or any other duly appointed Clinical Engineer for approval. Inspective and preventive maintenance services shall be performed by the contractor during the agreed warranty period without fail.
- e) The Contractor shall request in writing from the Purchaser's Health Technology Manager or any duly appointed Clinical Engineer permission to execute PM services at least 15 days prior to the proposed work start date. If the Purchaser fails to respond to this request during this period, approval shall be considered granted by the Purchaser.
- f) Prior to performing PM services at the equipment location, the contractor shall report to the Purchaser's beneficiary or any other duly appointed Clinical Engineer at the health facility to announce themselves and request access to the equipment needing PM services. The contractor shall not proceed to execute PM services without obtaining approval from the beneficiary or the authorised representative.
- g) The Purchaser or any other duly appointed representative reserves the right to witness execution and test quality of any or all PM services performed by the Contractor.
- h) All inspective and preventive maintenance work shall be completed within 30 days after the due-date determined by the frequency specified by the OEM, and following the last equipment service date.
- i) For the duration of this agreement and as per service requirements, the contractor shall provide suitably qualified and competent clinical engineering personnel to perform inspective and preventive

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

40.3 Extended Warranty (Comprehensive) Maintenance Services

- a) The Contractor extended warranty integrates the Manufacturer warranty for scope coverage.
- b) The Contractor warranty certificate shall be in the name of the Purchaser's final Beneficiary.
- c) Additional Extended Warranty (Comprehensive) maintenance services, optional to the Purchaser, shall begin from the date of Final Taking Over (after initial Manufacturer warranty has elapsed). The Contractor shall price the optional (5) five-year extended warranty or comprehensive maintenance services in the specified pricing schedule indicated in Part H – Schedule E for each the equipment offered under the contract.
- d) The warranty shall cover the entire machine including any and all component parts, spare parts, software modules and upgrades, accessories and maintenance thereof. The warranty coverage shall be applied fully and without any cost to Beneficiary and to the users whatsoever, including but not limited to the cost of routine visits, call-outs, training, labour, spare parts, and shall be valid for unlimited consultations within the warranty period save in cases of proven misuse, intentional damage, or force majeure.
- e) The Extended Warranty shall be at Contractor premises, being any cost of equipment transport or technician travelling at Contractor charge and included in the offered price.
- f) Training for users and maintenance personnel shall be equivalent to OEM training or better. All personnel training shall meet commissioning service obligations specified in this special conditions of contract.
- g) At least 95% of one single year of full functioning, i.e. 347 days out of 365/366 days, shall be guaranteed by the Contractor within the warranty period. In the event that the equipment supplied has been on downtime for more than five percent (5%) of one single year of the warranty period, i.e. more than 18 natural days in one single year, the Contractor shall extend the warranty period for a duration of six (6) times of the time duration when the equipment was on downtime.
- h) The time elapsed between the communication about the malfunctioning equipment and the intervention on site, within the warranty period, shall be as specified in the response times tabulated in Part H - Schedule B.
- i) If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in Part H – Schedule B, the Purchaser may proceed to take such remedial action as may be necessary, at

- g) The Purchaser or any other duly appointed representative reserves the right to witness execution of any or all corrective maintenance services performed by the Contractor.
- h) The Contractor shall provide the Purchaser's final beneficiary with detailed written information that:
 - (i) Describe procedures for obtaining technical assistance and repair services in the event of equipment failure or malfunction. A 24-hour contact telephone number shall be provided and displayed onsite, and the said number shall be contactable at all times. Names of contact persons and their job titles authorised within terms and conditions of this contract shall be displayed at the exact equipment locations.
 - (ii) Describe the general activities that Purchaser's employees should perform when responding to equipment failure, including guidelines to be used when responding and interpreting alarm codes.
 - (iii) Describe the procedures used to set-up and test the equipment before use, including settings for set-up and testing.
 - (iv) Describe for equipment users how to identify and obtain equipment accessories or consumables, including manufacturer part numbers.

40.5 Spare parts:

- a) Spare parts used must be OEM or meet or exceed OEM specifications.
- b) The maintenance services and equipment spare parts shall be available directly in the Republic of South Africa at Eastern Cape regional level for maintenance and spare parts access. The Contractor shall maintain availability of spare parts and effectively complete corrective maintenance services with completion times specified in Part H, Schedule B.
- c) The Purchaser reserves the right to request the original OEM pricing for the spare parts offered by the Contractor, indicating discounts offered by the OEM if any. The Contractor shall at all times provide such true information as in when required by the Purchaser or any duly appointed Clinical Engineer.
- d) The Contractor shall not service-exchange faulty equipment spare-parts with used or reconditioned spare parts without written approval by the Purchaser. Where service exchange is an option, the Contractor shall value and price used service exchanged spare parts against the equivalent new for comparison. Where service exchange parts are selected by the Purchaser, the Contractor shall

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

41 ORGANIZATION OF CONTRACT EXECUTION

- 41.1** The Eastern Cape Department of Health will be the executing Government Department for the commissioning and maintenance programme. The HT directorate shall be responsible for carrying out monitoring and oversight to the overall programme.
- 41.2** The Purchaser's HT project manager or any duly authorised representative shall actively participate in the development and implementation of the overall commissioning and maintenance services and contractor obligations.
- 41.3** The Purchaser or any duly appointed representative shall evaluate the performance of the Contractor and according to contractual arrangement and verify value for money on payments made to the Contractor.
- 41.4** Sufficient highly skilled engineers and technicians in the field of clinical or biomedical engineering must be availed by the Contractor to perform maintenance service obligations and provide user training for all equipment in the inventory of the Purchaser's data system.
- 41.5** Sufficient and suitable workshop space must be made available by the Contractor to perform all work assigned and stipulated in this contract. Infection control protocols and compliance to requirements of the Occupational Health and Safety Act must be maintained by the Contractor.
- 41.6** The Purchaser's HT directorate shall receive monthly and quarterly reports of indicators that allow the organization to determine compliance with the medical equipment maintenance management programme. The Contractor shall follow the developed indicators that reflect the performance on commissioning services, scheduled PM and corrective maintenance services carried out.

42 OFFICE OPERATION OF THE CONTRACTOR

- 42.1** The commissioning and maintenance services provided by the contractor in this contract shall be accessible and the Contractor shall put systems in place for the said services to be located within a 50 km radius of major cities or towns in the Purchaser's region. The Purchaser shall not reimburse the

FORM No.1: AUTHORISATION TO SIGN

I, certify that I am..... (Secretary
any
other duly authorised official) of the (company/firm name
formed and operating under the laws of..... (country/state) and
that..... (name of authorised signatory) who signed the bid
is authorized to bind the company/firm by authority of its governing body.

(Secretary/Authorised Official)

Certificate as to corporate principal bind

FORM No.3: TENDER SUMMARY FORM OF OFFER

Equipment/Device:	Make:	Model:	
Supplier/Contractor Name:	Manufacturer Name:	Supplier/Contractor Contact & Tel.	
Manufacturer recommended device life-expectancy? Yrs.	Remaining length of time before End-of-Life (EOL)? Yrs.	Length of time device has been on the market? Yrs.	
Parts and service manuals available? Y/N	IEC601 Classification	CE or equivalent mark? Y/N	
User manuals available? Y/N	Original OEM warranty period? Yrs.	Supplier/Contractor warranty offered Yrs.	
Equipment unit price	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Discount price (where applicable)	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Software and licences total price (where applicable)	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Accessories and transducers total price	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)
Consumables total price	ZAR. (year 1)	ZAR. (year 2)	ZAR. (year 3)

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:-

.....
.....

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

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

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

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

.....
.....

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

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

4. DECLARATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

FORM No.5: DECLARATION OF PAST SCM PRACTICES**SBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

FORM No.7: PERSONNEL STRENGTH ASSESSMENT FORM

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

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

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

Resume of Candidate	
Name:	
Surname:	
Designation:	
ID Number:	

FORM No.8: JOINT VENTURE DISCLOSURE FORM

PURCHASER/EMPLOYER : EASTERN CAPE DEPARTMENT OF HEALTH

CONTRACT DESCRIPTION : SUPPLY AND DELIVERY OF OPTICAL COHERENT
TOMOGRAPHY IN ECD_oH FACILITIES FOR A PERIOD OF
36 MONTHS

CONTRACT NUMBER : SCMU3-22/23-0108-HO

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

Note:

- 1) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
- 2) A copy of the Joint Venture agreement or Pre-bid Joint Venture agreement must be attached to this form. In order to demonstrate the enterprise partner's share in the ownership, control, performance and management responsibilities, risks and profits of the joint venture.

A. JOINT VENTURE PARTICULARS

Name : _____

Postal address : _____

Physical address : _____

Telephone _____ Fax : _____

Email address _____

B. IDENTITY OF EACH ENTERPRISE PARTNER

C. OWNERSHIP OF THE JOINT VENTURE

	<u>No.1</u>	<u>No. 2</u>	<u>No.3</u>
a) Percentage Work Split%%%
b) Percentage Ownership in respect of JV :%%%
c) Profit and Loss Sharing :%%%
d) Initial Capital Contribution (+/-) :	R	R	R
e) Estimated Ongoing Capital Contribution :	R	R	R
f) Key Personnel and Test or Calibration Equipment Contribution

D. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

E. BID SUBMISSION REQUIREMENTS OF THE JOINT VENTURE

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

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

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES

NO

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

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

	<p>Manufacturer</p> <p>Supplier</p> <p>Professional service provider</p> <p>Other service providers, e.g. transporter, etc.</p> <p>[TICK APPLICABLE BOX]</p>
8.7	Total number of years the company/firm has been in business...
8.8	<p>I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:</p> <ul style="list-style-type: none"> i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct; iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (l) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (m) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (n) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (o) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (q) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (r) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (s) **"EME"** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (t) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (u) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

11. POINTS AWARDED FOR PRICE

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

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

$$80/20 \qquad \text{or} \qquad 90/10$$

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \qquad \text{or} \qquad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------

12.7	A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.				
12.8	A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.				
13.	BID DECLARATION				
13.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:				
14.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1				
14.1	B-BBEE Status Level of Contribution: . = (maximum of 10 or 20 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.				
15.	SUB-CONTRACTING				
15.1	Will any portion of the contract be sub-contracted? (<i>Tick applicable box</i>)				
<table border="1"> <tr> <td>YES</td> <td></td> <td>NO</td> <td></td> </tr> </table>		YES		NO	
YES		NO			

16.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

16.6	COMPANY CLASSIFICATION
	Manufacturer
	Supplier
	Professional service provider
	Other service providers, e.g. transporter, etc.
	[TICK APPLICABLE BOX]
16.7	Total number of years the company/firm has been in business:.....
16.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that: v) The information furnished is true and correct; vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

Capacity of signatory)	_____	as Witness (1) for the purchaser
Thus done and signed at	_____	on _____
(Name of signatory)	_____	for and on behalf of the Contractor who by signature hereof warrants authorization hereto
Capacity of signatory)	_____	as Witness (2) for the contractor
Witness (1) Name:	_____	Witness (2) Name: _____
Address:	_____	Address: _____

and submitted with the bid as proof. Personnel experience records or resumes and on the job proof of certification must be submitted together with minimum (3) contactable references.

☐ Accessibility and Service Support (As)

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

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

Criteria	Scoring Matrix and Points	Maximum Score	Evidence or Proof
Technology Specifications (Ts)	<p>Compliance to total equipment specifications in Part H, Schedule D</p> <ul style="list-style-type: none"> ✓ Greater than 99.5% compliance = 40 ✓ From 94.5% up-to 99.4% compliance = 35 ✓ From 89.5% up-to 94.4% compliance = 30 ✓ From 79.5% up-to 89.4% compliance = 20 ✓ below 79.5% compliance = 0 	40	Responsiveness to items of specification specifications, and can be referenced to OEM Brochures and Specification documents
Usability and Application - (UA)	<p>Qualifications for the proposed application specialist in a clinical/electrical/biomedical/medical field:</p> <ul style="list-style-type: none"> ✓ Diploma (NQF 6) or Equivalent or Higher = 10; ✓ Other Lower Certificate or Non-medical Field Qualification = 5 ✓ No Certificate = 0 <p>Experience and manufacturer certification for the proposed application specialist providing user-training on the equipment "Make" offered:</p>	10	Attach and submit copies of Qualification Certificates for the Application Specialist with the bid. Transcripts will not be accepted.
	Experience and manufacturer certification for the proposed application specialist providing user-training on the equipment "Make" offered:	10	Attach and submit a resume/CV for the Application Specialist/s with the bid, or complete in full returnable Form No.7;

			Attach and submit a Letter from the Manufacturer confirming direct access to spare parts in the region by the Bidder and or Service agent.
Maximum possible functionality score (Fs):		90	

3) The total score for functionality points will be calculated using the following formula:

- g) $F_s = T_s + U_A + M_s + A_s$, where:
- h) F_s : represents the total functionality score
- i) T_s : represents the points scored for compliance to specification
- j) U_A : represents the points scored for usability and application
- k) M_s : represents the points scored for maintainability and serviceability
- l) A_s : represents accessible service support and manufacturer spare-parts

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

Ventilator, Adult	Critical	8 hrs	All hrs	3 days
Ventilator, Neonatal/Paediatric	Critical	8 hrs	All hrs	3 days
Ventilator, Oscillator	Critical	8 hrs	All hrs	3 days
Ventilator, Portable/Transport	Critical	8 hrs	All hrs	3 days
Warmer, Blanket	Tactical	24 hrs	Working hrs	7 days
Warmer, Blood/Solution	Critical	8 hrs	All hrs	3 days
Warmer, Infant, Radiant	Critical	8 hrs	All hrs	3 days
X-Ray Unit, Dental	Tactical	24 hrs	Working hrs	7 days
X-Ray Unit, General, Fixed	Critical	8 hrs	All hrs	3 days
X-Ray Unit, Mobile	Tactical	24 hrs	Working hrs	7 days
X-Ray Unit, Panoramic	Tactical	24 hrs	Working hrs	7 days

1.9	The bidder should highlight other optional accessories that may be needed or additional to the functionality of the unit in Annexure 2 and this shall not form part of the offer			Y/N	
1.10	The specification establishes the requirements for, supply, delivery, end user training, demonstration, commissioning and installation of a fully automated spectral domain Optical Coherence Tomography with OCT angiography, anterior segment OCT, a fundus camera and Optical biometry.			Y/N	
1.11	The OCT angiography must be quick and non-invasive, and providing visualization of the microvasculature of the retina, along with the ability to show both structural and blood flow information, accurate delineation of the foveal avascular zone (FAZ) in diabetic eyes and detection of subtle microvascular abnormalities in diabetic and vascular occlusive eyes			Y/N	
1.12	Hardware and Software upgrades that are corrective in nature shall be covered by the contractor.			Y/N	
2	TECHNICAL SPECIFICATION				
2.1					
2.2	The design of the OCT must be such that it is a useful imaging modality for the evaluation of common ophthalmologic diseases such age-related macula			4	

3.1	The OCT must be capable of Anterior Segment OCT imaging including pachymetry map, epithelium map, angle assessment and LASIK flap assessment. In addition wide scanning with angle to angle view must be possible				10	
4	Fundus camera					
4.1	the unit must feature a non mydrific fundus camera producing colour images				4	
5	Optical Biometry					
5.1	A Biometry OCT module must provide a complete set of biometry parameters: axial length, central corneal thickness, anterior chamber depth and lens thickness.				4	
6	The OCT must feature the following:					
6.1	The OCT must be designed for time domain high resolution, cross-sectional and three dimensional retinal scans.				4	
6.2					4	
6.3	Scan range shall be a minimum of: Posterior 5 - 12microns; Anterior 3 - 16microns				4	
6.4	Scan speed; at least 70 000 scans per second				4	
6.5	Retinal eye tracking				4	
6.6	Macular thickness analysis				4	
6.7	Macular change analysis				4	
6.8	Ganglion cell analysis				4	
6.9	Ganglion cell progression analysis				4	

7.9	Auto focus				4	
7.10	Auto shoot				4	
7.11	Auto tracking (up & down; right & left; back & forth)				4	
7.12	Dioptric compensation for patients eyes :+25D to +25D				4	
7.13	The working distance of the camera should be a least 46mm				4	
7.14	A built-in camera must be at least 12-megapixel CCD camera				4	
7.15	OCT light source: SLED, wavelength 830nm				4	
7.16	The Anterior Segment module which includes external lens kit and additional software with new scans and analysis for anterior OCT imaging and analysis				4	
7.17	It must also be possible to capture patient information.				4	
7.18	Selecting and capture an icon				4	
7.19	Adjusting the chin position				4	
7.20	Though the OCT is fully automated it must be possible to do semi-auto capturing i.e. to allow an operator to start capturing at any convenience.				4	
7.21	Where there is opacity in the eye due to cataract, it must be possible for the operator to switch on the cataract mode with one finger touch.				4	
7.22	For flexible alignment, operation with joystick must be possible. This must be included in the bidders price				4	
7.23	The unit must upgradable				4	
7.24	For protection of sensitive parts, a dust cover must be supplied with the unit.				4	

	Table Specifications				
	The bidder must supply electronic table that is suitable for the use of the system.				10
2.10	Additional consumables and Accessories				
2.10.1	Any accessory or dedicated device necessary to the proper functioning and utilization of the equipment shall be included in Annexure 2 pricing schedule				
2.10.2	Any accessory, connector, kit, consumables, adapters and or parts needed for the proper equipment installation, calibration, training, testing and commissioning shall be included.				2
3	POWER REQUIREMENTS				
4.1	The unit shall operate from a 100-240 V, 50 Hz. supply				4
4.2	The mains cable at least three metres long with SABS approved 15A three-prong plug.				2
5	OPTIONS				
5.1	Biometry (if not included in the basic price)				
5.2	Printer (Shall not be included in the basic price)				
5.3	Additional software modules shall be able to integrate into one OCT system. Additional modules shall include a full corneal topography feature with anterior and posterior corneal surface curvature, refractive power, elevation maps, local pachymetry and keratoconus screening tools. (Shall not be included in the basic price)				
5.4	A 5-year preventative maintenance and service (Year 3 to Year 7) should be quoted for, as per the SCC document.				

E. PRICING SCHEDULES
<ol style="list-style-type: none"> 1. Bidders must complete in full the pricing schedules (Annexure 1, 2& 3). The bidder must complete the pricing schedule for each and every equipment item offered in this bid. 2. Bidders must indicate by selecting the items being offered from the list below. 3. During any stage of procurement and execution of the contract, the Purchaser reserves the right to select priority items from the priced list excluding unwanted items, as in when required by the health service. 4. The Purchaser reserves the right to participate in National Treasury Contracts and procure similar equipment and products from such contracts as in when required by the health service.

TOTAL PRICE OFFERED (2.1& 2.2), INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO. SCMU3-22/23-0108-HO

R _____

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

AMOUNT IN WORDS: _____

Signed by authorised representative of the Tenderer: _____

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

Contract Year	Description	Qty.	Maintenance Breakdown over a period of a 5year							
			Year 3 Price Including VAT	Year 4 Price Including VAT	Year 5 Price Including VAT	Year 6 Price Including VAT	Year 7 Price Including VAT	Year 8 Price Including VAT	Year 9 Price Including VAT	
	OPTICAL COHERENT TOMOGRAPHY									
1	A 5-year preventative maintenance and service (Year 3 to Year 7) should be quoted for, as per the SCC document	1								
1	A 5-year comprehensive extended warranty (Year 3 to Year 7) shall be quoted for, as per the SCC document	1								
2	A 5-year preventative maintenance and service (Year 4 to Year 8) should be quoted for, as per the SCC document	1								
2	A 5-year comprehensive extended warranty (Year 4 to Year 8) shall be quoted for, as per the SCC document	1								
3	A 5-year preventative maintenance and service (Year 5 to Year 9) should be quoted for, as per the SCC document	1								
3	A 5-year comprehensive extended warranty (Year 5 to Year 9) shall be quoted for, as per the SCC document	1								