KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: ZNB 9941/2021-H:

DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A HIGH DOSE RATE BRACHYTHERAPY SYSTEM AND ITS ACCESSORIES AT GREY'S HOSPITAL: ONCE-OFF

Name of Bidder……

Central Supplier's Database Registration Number……

Income Tax Reference Number……

BIDDER TO NOTE THE FOLLOWING

CLOSING DATE AND TIME:
Date: 30 JUNE 2021
Time: 11: 00AM

SITE INSPECTION DATE AND TIME:
DATE: 23 JUNE 2021
TIME::10:30AM

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SECTION A: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	**ZNB 9941/2021-H**	**CLOSING DATE:**	**30 JUNE 2021**	CLOSING TIME:	**11: H 00 AM**
DESCRIPTION	**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A HIGH DOSE RATE BRACHYTHERAPY SYSTEM AND ITS ACCESSORIES AT GREY'S HOSPITAL: ONCE-OFF**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET
PIETERMARITZBURG
3201

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VATREGISTRATION NUMBER						
	TCS PIN:		**OR**	CSD No:		
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?						
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)				
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)				
	☐	A REGISTERED AUDITOR				
		NAME:				

[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS / SERVICES / WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE **OF BIDDER**	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER **OF ITEMS OFFERED**		**TOTAL BID PRICE (ALL** INCLUSIVE**)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
CONTACT PERSON	Tenders@kznhealth.gov.za	CONTACT PERSON	Mr. N Singh
TELEPHONE NUMBER	033 815 8361	TELEPHONE NUMBER	033 940 2546
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Tenders@kznhealth.gov.za	E-MAIL ADDRESS	Nishan.singh@kznhealth.gov.za

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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.

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 DEPARTMENT TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:
http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4. Bids submitted must be complete in all respects.

5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.

7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.

8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.

12. Any alteration made by the bidder must be initialled.

13. Use of correcting fluid is prohibited.

14. Bids will be opened in public as soon as practicable after the closing time of bid.

15. Where practical, prices are made public at the time of opening bids.

16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

17. The bidder must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on…..20....., …… (Full name) (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of ……..(Name of Company).

IN HIS/ HER CAPACITY AS: …….

SIGNED ON BEHALF OF COMPANY: ..... (PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE**: .....

WITNESSES: 1 ..... **DATE**: .....

2 ..... **DATE**: .....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... (Full name) hereby confirm that I am the sole owner of the business trading as:
.....(Name of Business)

SIGNATURE…… **DATE……**

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as .....
.....(name of partnership)

hereby authorise ..... (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

.....	.....	.....
SIGNATURE	**SIGNATURE**	**SIGNATURE**
.....	.....	.....
DATE	**DATE**	**DATE**

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

……....., (Full name)
whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

…….(Name of Close Corporation)

Trading as .....(Trading name).

IN HIS/ HER CAPACITY AS: …….....

SIGNED ON BEHALF OF THE CLOSE CORPORATION: .....
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE**: .....

WITNESSES: 1 ..... **DATE**: .....

2 ..... **DATE**: .....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

..... (full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of ……

.....(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS: .....……

DATE: .....…….

SIGNED ON BEHALF OF CO-OPERATIVE: .....

FULL NAME IN BLOCK LETTERS: ……

WITNESSES: **1** ..... **DATE**: .....

2 ..... **DATE**: .....

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners
on……20……

…… (Full name)

…… (Full name)

…… (Full name)

…… (Full name)
whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:
…… (Name of Joint Venture)

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN 0N BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on……20……
…….. (full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

…… (Name of Consortium)

IN HIS/ HER CAPACITY AS: ……

SIGNATURE: …… **DATE:** ……

SECTION D: DECLARATION OF INTEREST

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

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

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

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

2.1 Full Name of bidder or his or her representative:

……..…….

2.2 Identity Number: .....

2.3 Position occupied in the Company (Shareholder, Director, Sole Proprietor, Member, Partner, Trustee):

…….

2.4 Registration number of Company, Sole Proprietor, Close Corporation, Partnership, Joint Venture, Consortium or Trust:

……..…….....

2.5 Tax Reference Number: ……..…….

2.6 VAT Registration Number: ……..…….... ….

2.7 The names of all Shareholders/ Directors/ Sole Proprietors, Members, Partners, Trustees, their individual identity numbers, tax reference numbers and, if applicable, employee/ PERSAL numbers must be indicated in paragraph 3 below.

"State" means –
(a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) Any municipality or municipal entity;
(c) Provincial Legislature;
(d) National Assembly or the National Council of Provinces; or
(e) Parliament.

"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.

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

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:

……

……

……

2.9 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**

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.

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

……
……
……..

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

If so, furnish particulars:
……
……
……

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

If so, furnish particulars.
……
……
……

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

If so, furnish particulars**.**

……..……

……..……

……..

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

If so, furnish particulars:

……

……

……

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

FULL NAME	IDENTITY NUMBER	PERSONAL INCOME TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER/ PERSAL NUMBER

DECLARATION

I, THE UNDERSIGNED (NAME) ……..……

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

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

……..…….. ……

Signature Date

……. ……

Position Name of Bidder

SECTION E: 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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website (**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …….……..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

……...	**……....**
Signature	**Date**
…….	**……..……..**
Position	**Name of Bidder**

SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

This is to certify that I

.....

(Name of bidder/authorized representative)

Who represents

……

(State name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

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

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

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

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1. GENERAL CONDITIONS

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

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

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

1.3. Points for this bid shall be awarded for:
(a) Price; and
(b) Status Level of Contributor.

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

CATEGORY	POINTS
PRICE	80
STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and must not exceed	**100**

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

1.6. The department 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 department.

2. DEFINITIONS

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

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

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

d) **"Black Designated Groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

e) **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

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

g) **"Co-operative"** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);

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

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

j) **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

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

l) **"proof of status level of contributor" means**:
1) Status level certificate issued by an authorized body or person;
2) A sworn affidavit as prescribed by the Codes of Good Practice;
3) Any other requirement prescribed in terms of the Act;

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

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

o) **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR 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 status level of contribution in accordance with the table below:

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 Status Level of Contributor: = ……. (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

ii. The name of the sub-contractor……

iii. The status level of the sub-contractor.....…….

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

(Tick applicable box)

YES		NO	

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

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: …….

8.2 VAT registration number: ……

8.3 Company registration number: …….

8.4 TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may

have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

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

SECTION H: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read, and I understand the contents of this Certificate;

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

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   a) has been requested to submit a bid in response to this bid invitation;
   b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

SECTION I: RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: …… DATE: …….
(of person authorized to sign on behalf of the Bidder)

SECTION J: GENERAL CONDITIONS OF CONTRACT

http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf

❖ **I have read, understand and accept the General conditions of the contract which are binding upon me.**

…… ……

Signature **Date**

……

Name of Bidder

SECTION K: SPECIAL TERMS AND CONDITIONS

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

i. Section 217 of the Constitution,

ii. The PFMA and its Regulations in general,

iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000

iv. National Treasury guidelines, and

v. Revised PPPFA Regulations of 2017

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

(a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.

(b) Only bidders that fully meet the specifications and all conditions will be considered.

1. CONDITIONS OF BID

The bid is issued in accordance with the following conditions:

1.1 ACCEPTANCE OF A BID

1.1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.

1.1.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

1.2 B-BBEE STATUS LEVEL

1.2.1 A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

1.3 CERTIFICATE OF COMPLIANCE

1.3.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.

1.3.2 Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

1.3.3 The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.

1.3.4 Any specification/s and conformity testing will be for the account of the prospective bidder.

1.3.5 In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time.

1.3.6 Bidders must state the Radiation Control License number of the make and model of the Equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a license in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The license must be registered under the bidders name or the letter of Joint Venture must be submitted by the License holder where the license is not in the name of the bidder.

1.3.7 If more than one item of equipment is offered, bidders must submit the Radiation Control License for each item of equipment that is offered in the bid. The make, model and license number of the various items offered in the bid must be highlighted on the Radiation Control License.

1.3.8 The Technician(s) must be the original equipment manufacturer trained to deal with the service, repair and calibration of the equipment offered in the bid. NB: Proof of original equipment manufacturer training must be submitted with the bid offer.

1.4 COMPLIANCE WITH SPECIFICATION

1.4.1 Offers must comply strictly with the specification.

1.4.2 Offers exceeding specification requirements will be deemed to comply with the specification.

1.4.3 The quality of services/ supply must not be less than what is specified.

1.5 LATE BIDS

1.5.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

1.5.2 A late bid shall not be considered and, where practical, shall be available for collection.

1.6 MORE THAN ONE OFFER/ COUNTER OFFERS

1.6.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

1.6.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

1.6.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

1.7 ONLY ONE OFFER RECEIVED

1.7.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

(i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
(ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
(iii) In all cases, comparison with previous bid prices where these are available.

1.8 AWARD OF BID (S)

1.8.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one

bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.

1.8.2 Notification of the intention to award of bid shall be in the same media that the bid was advertised.

1.8.3 In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner." The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200

1.8.4 After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

1.9 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

1.9.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

1.9.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.

1.10 TAX COMPLIANCE REQUIREMENTS

1.10.1 Bidders must ensure compliance with their tax obligations.

1.10.2 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database (CSD) or SARS eFiling system at the time of finalisation of the award of the bid. The onus is on the bidder to ensure that their tax affairs are in order and is valid on CSD.

1.11 TRUST, CONSORTIUM OR JOINT VENTURE

1.11.1 In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

1.11.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

1.11.3 The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

1.11.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

1.11.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

1.11.6 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

1.11.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

1.11.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

1.12 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

1.12.1 The validity (binding) period for the bid will be **120 days** from close of bid.

1.12.2 However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

2. SPECIAL CONDITIONS OF CONTRACT

2.1 CHANGE OF ADDRESS

2.1.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Administration Section, should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

2.2 DELIVERY AND PACKAGING

2.2.1 Basis of delivery: Delivery of equipment must be made in accordance with the instructions appearing on the official order form. **Greys Hospital.**

2.2.2 All deliveries must take place from Monday to Friday between 08h00 and 14h00.

2.2.3 In emergency cases, the Department of Health reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.

2.2.4 Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.

2.2.5 It is the contractor's responsibility to off load the delivery vehicle.

2.2.6 Order details must be presented upon delivery on delivery notes.

2.2.7 The following information must appear on the outer packaging of the carton/box:

(a) Name of the manufacturer/supplier
(b) Description of item
(c) Date of manufacture

2.3 DELIVERY CONDITIONS

2.3.1 Delivery of products must be made in accordance with the instructions appearing on the official order form.

2.3.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.

2.3.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

2.3.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

2.3.5 All invoices must be submitted in the original.

2.3.6 Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.

2.3.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of contract management, supply chain management, Department of Health.

2.4 ENTERING OF HOSPITAL/CLINIC STORES

2.4.1 No representative from a company shall be permitted to enter hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Manager of the Institution.

2.5 EQUAL BIDS

2.5.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for BBB-EE.

2.5.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for BBBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

2.5.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

NOTE: Failure to submit sufficient information for an assessment to be made will invalidate the entire bid.

2.6 FIRM PRICES AND ESCALATIONS

2.6.1 This bid requires that all bid prices offered are firm for the contract period. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

2.6.2 In respect of rates of exchange, it is mandatory that bidders take forward cover upon award of the contract, for the contract period, with a recognized Financial Institution. Proof of this forward cover must be submitted to the contract management unit upon signing of the contract. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

2.7 GUARANTEE

2.7.1 All equipment, material and workmanship provided under the Contract must be guaranteed for a minimum period of twenty four (24) months. The successful bidder must arrange with both the Hospital/Institution and the Health Technology Services before installing and commissioning the equipment at the respective Hospital/Institution.

The bidder to note that the Guarantee period must only take effect upon successful commissioning at the respective Hospital/Institution and successful test and acceptance by the Health Technology Services

2.7.2 The onus is on the Service Provider to ensure that maintenance/servicing /preventative maintenance of the medical equipment is done so on a regular basis. In the event that a consumable breaks, the Service provider must ensure that this is fixed within a reasonable period and no costs are attributed to such repair, during the guarantee period. Regular servicing of the equipment shall ensure that the equipment does not break down and any defects are identified and rectified timeously thus not hampering service delivery.

2.8 HISTORICAL DATA

2.8.1. Historical value and volume reports must be submitted to Contract Management, Department of Health, Supply Chain Management by all successful bidders, during the term of the contract:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

2.8.2. This information will be submitted at the expense of the contractor.

2.9 INSPECTION FOR QUALITY

2.9.1 All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.

2.9.2 In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

2.10 INVOICES

2.10.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

2.11 IRREGULARITIES

2.11.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

2.12 PAYMENT FOR SUPPLIES AND SERVICES

2.12.1 A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.

2.12.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

2.12.3 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

(i) Contact must be made with the officer-in-charge of stores;

(ii) If there is no response from stores, the finance manager of the institution must be contacted;

2.13 PERIOD OF CONTRACT

2.13.1 Once off purchase.

2.14 QUALITY CONTROL TESTING OF PRODUCTS

2.14.1 The department reserves the right to have any product in this bid tested with an accredited agent in the republic of South Africa. The quality control testing administrative procedures will be undertaken by the department's supply chain management contract management section.

2.14.2 If it is discovered that the product supplied is not in accordance with the specification the following will occur:

(i) Testing charges will be for the account of the principal contractor;

(ii) Possible cancellation of the contract with the principal contractor;

(iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

2.15 RATE OF EXCHANGE

2.15.1 All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid document. If this day falls on a weekend or public holiday, the next working day must be used.

2.15.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any recognized legal financial Institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information can be sourced from the internet from a financial Institution website.

2.15.3 The Department of Health reserves the right to renegotiate the price should there be a reduction of the price in the market.

2.15.4 This clause must be read in conjunction with paragraphs 2.6.1 and 2.6.2.

2.16 SAMPLES

2.16.1 Samples will not be accepted with the closing of the bid document.

2.16.2 A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.

2.16.3 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.

2.16.4 Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification. Failure to do so will render the bid invalid.

2.16.5 The Department shall not be obliged to pay for such samples. Representative samples will be accepted.

2.16.6 The Department reserves the right not to return such samples and to dispose of them at its discretion.

2.16.7 Samples must be clearly marked: Item number:

- Brand Name
- Name of the Company
- Bid number
- Name of the manufacturer/supplier
- Description of item
- Date of manufacture

2.16.8 The award of this bid will be based on the sample / brand submitted from a manufacturer based on a letter of undertaking, which is compliant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to the Department in writing, giving reasons why they want to change the product being supplied, which the Department shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Department. If there is a change in the product being supplied, and no prior approval has been granted, the Department reserves its right to cancel the contract.

N.B Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration

2.17 UNSATISFACTORY PERFORMANCE

2.17.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

(a) Take action in terms of its delegated powers

(b) Make a recommendation to its head office, central supply chain management for cancellation of the contract concerned.

(ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint

2.18.1 PREFERENCES

2.18.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right: -

i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and/or

ii. Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

iii. The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

2.19 RESTRICTION OF BIDDING

2.19.1. Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

2.20 CONTRACTOR'S LIABILITY

2.20.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

2.20.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

2.21 PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

2.21.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

2.21.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

2.22 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

2.22.1 The Province reserves the right to procure goods outside the contract in cases of urgency r emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

2.22.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

2.23 USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

2.23.1 The Contractor shall not, without the Province'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 Province 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 so far as may be necessary for purposes of such performance.

2.23.2 The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in GCC clause 2.23.1 except for purposes of performing the contract.

2.23.3 Any document, other than the contract itself mentioned in GCC clause 2.23.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.

2.23.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

ANNEXURE A: PREVIOUS AND CURRENT CONTRACTS OF BIDDER

As a bidder my organization has never had past or current contract agreements**.**

OR

The bidder must furnish the following details of all current/past contracts

DATE OF COMMENCEMENT	EXPIRY DATE	VALUE OF CONTRACT	CONTRACT DETAILS (THAT IS, WITH WHOM HELD, PHONE NUMBER AND ADDRESS/S OF THE COMPANY.)	FUNCTIONS/ ACTIVITIES THAT WERE PERFORMED

Signature (Bidder) _____ **Date**_____

SECTION L: COMPULSORY SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: **Grey's Hospital Town bush Road, Pietermaritzburg**

Bid No: **ZNB 9941/2021-H**

Goods/ Services: **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A HIGH DOSE RATE BRACHYTHERAPY SYSTEM AND ITS ACCESSORIES AT GREY'S HOSPITAL: ONCE-OFF.**

****

THIS IS TO CERTIFY THAT (NAME) .....

ON BEHALF OF .....

ATTENDED THE COMPULSORY SITE INSPECTION HELD ON **23/06/2021 @ 10: 30am**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE GOODS/ SERVICES OR WORKS TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE: .....

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE: .....

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 9941/2021-H**
Closing Time 11:00	Closing Date: 30 JUNE 2021

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

DESCRIPTION: **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A HIGH DOSE RATE BRACHYTHERAPY SYSTEM AND ITS ACCESSORIES AT GREY'S HOSPITAL: ONCE-OFF.**

1) UNIT PRICE IN RSA CURRENCY.....

** (ALL APPLICABLE TAXES INCLUDED)
** (INCLUSIVE OF 24 MONTHS GUARANTEE, SUPPLY, DELIVERY, END USER TRAINING, DEMONSTRATION, COMMISSIONING AND INSTALLATION, STARTER PACK AND ALL COMPULSORY ACCESSORIES SPECIFIED ON THE SPECIFICATION)

AMOUNT IN WORDS.....

2) CARRIED OVER FROM **MAINTENANCE AGREEMENT IN RSA CURRENCY.....**

** (3 YEAR WARRANTY WHICH TAKES EFFECT POST 24 MONTHS GUARANTEE)
** (BIDDERS TO SUPPLY A BREAKDOWN OF THE FULLY COMPREHENSIVE SERVICE AGREEMENT AS AN ANNEXURE TO THE BID)

AMOUNT IN WORDS.....

TOTAL BID PRICE IN RSA CURRENCY.....
(TOTAL BID PRICE = UNIT PRICE + MAINTENANCE AGREEMENT PRICE i.e. TOTAL OF 1 & 2)
*** (ALL APPLICABLE TAXES INCLUDED)*

AMOUNT IN WORDS……..

Required by: KZN DEPARTMENT OF HEALTH

-At: **GREY'S HOSPITAL**

All prices must be inclusive of VAT

Delivery period (on order) ……

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION N: SPECIFICATION FOR HIGH DOSE RATE BRACHYTHERAPY SYSTEM FOR GREYS HOSPITAL

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES
(H.T.S)

SPECIFICATION FOR:

UMDNS: 15944

SPECIFICATION: H.T.S. – NO. RAD 60 (RADIOLOGY)

Description of Unit:

HIGH DOSE RATE BRACHYTHERAPY SYSTEM FOR GREYS HOSPITAL

Intended Areas of Use:

Tertiary Hospitals

Expert Advisory Group:

Oncology:
Dr LW Stopforth
Mr. N. Mdletshe
Mr V Jonas

BIDDERS SHOULD NOTE THE FOLLOWING IMPORTANT INFORMATION;

i. **BIDDERS MUST NOTE THAT THOSE GENERAL CLAUSES WHICH ARE SHADED OFF ARE COMPULSORY AND NOT OPEN FOR COMMENT.**

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
Clause G1.1	The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder. The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause.	
Clause G2	All responses must be clear and legible.	
Clause G3	**GUARANTEE:**	
Clause G3.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services.	
Clause G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	
Clause G3.3	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
Clause G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health's Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
G3.8	Day basis.	
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicableStaff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, **full training** in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training.TheTraining must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	**SERVICING:**	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service,repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause	Supply the Name, Address and Telephone Number/s of the Local Service	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
G8.4	Department within KwaZulu-Natal. **Please supply details as follows:** **Company name** :_____ **Physical Address** :_____ _____ **Telephone Number/s** :_____ **Fax number** : _____ ***(The Health Technology Services reserves the right to inspect the premises).***	
Clause G8.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	
Clause G8.6	The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.	
Clause G8.7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. **N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.**	
Clause G8.8	The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment.	
Clause G9	The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.	
Clause G10	Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of **V.A.T.**	
Clause G11	Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days.	
Clause G11.1	The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
	Technology Services reserves the right to inspect the premises to verify the spares stock held.	
Clause G12	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	
Clause G13	Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
Clause G14	**The successful bidder must include in their offer at no extra cost to the final bid price:**	
Clause G14.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD;DVD copies in English Language.	
Clause G14.2	Complete **ORIGINAL** Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which MUST include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and **PCB** Layouts, Calibration Guide, Part Numbers and exploded Diagram of Mechanical Parts / Panels.	
Clause G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the **ACCEPTANCE TEST** is to be undertaken.	
Clause	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply,	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
G20	bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as **IEC 60601-1** and **60601-1-2** for Medical Equipment Where the quoted equipment operates off an electrical supply.	
Clause G22	**All equipment, the installation and any alteration / additions must comply with:**	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. Colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro Magnetic Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	**NB. HAZARDOUS SUBSTANCE ACT:**	
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	**License No:** _____
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	

NO	SPECIFICATION	THE UNSHADED CLAUSES MUST BE COMPLETED BY THE BIDDER, FAILURE TO COMPLETE THESE CLAUSES WILL RENDER THE BID UNRESPONSIVE
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical **experts** with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	**UPGRADEABILITY WHERE APPLICABLE:**	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	**UPGRADE POLICY:**	
Clause G37.1	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	
Clause G39	Registered product with SAHPRA (South African Health Products Regulatory Authority) at time of tender. Failure to submit confirmation will result to disqualification. Please state SAHPRA Licence number to distribute the product.	License No:

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A HIGH DOSE RATE BRACHYTHERAPY SYSTEM AND ITS ACCESSORIES AT GREY'S HOSPITAL.

- ***TECHNICAL SPECIFICATIONS***

NOTE: SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT, SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

SCOPE:

This specification establishes the requirements for :

A. THIS IS A REPLACEMENT OF THE EXISTING HIGH DOSE RATE BRACHYTHERAPY SYSTEM AND ITS ACCESSORIES (i.e. GYNAE APPLICATORS, INTRALUMINAL APPLICATORS AND QA ACCESORIES) for use in the DEPARTMENT of RADIATION ONCOLOGY, at GREYS HOSPITAL AND A **COMPULSORY SITE MEETING** WILL BE HELD TO VERIFY THE SITE PERTAIINING TO THE INSTALLATION OF THE BRACHYTHERAPY SYSTEM.

B. THE SYSTEM MUST HAVE THE LATEST TECHNOLOGY AND BE FULLY COMPUTER CONTROLLED WITH THE LATEST STATE OF THE ART DIGITAL CONTROL SYSTEM AND ABILITY TO DO REMOTE SERVICE THROUGH NETWORK FOR REAL TIME TROUBLE SHOOTING PURPOSES.

C. ALL EQUIPMENT AND SOFTWARE ON OFFER SHALL BE LICENSED FOR SALE IN THE SOUTH AFRICAN MARKET BY A RECOGNIZED SUPPLIER WHO CAN PROVE THAT SERVICE SPARES AND APPLICATION SUPPORT IS AVAILABLE IN SOUTH AFRICA TO MAINTAIN THE SYSTEM AT PEAK OPERATING PERFORMANCE.

D. THE EQUIPMENT OFFERED TO RENDER THE SERVICE SHALL BE CURRENTLY IN PRODUCTION AND HAVE BEEN TRIED AND TESTED IN THE CLINICAL SETTING. EVIDENCE THAT THE EQUIPMENT BEING OFFERED CAN MEET THE SPECIFICATIONS SHALL BE PROVIDED.

E. A LIST OF ALL USERS IN SOUTH AFRICA WHERE THE EQUIPMENT THAT IS OFFERED IN THIS BID IS CURRENTLY IN CLINICAL USE SHALL BE PROVIDED, INDICATING THE CURRENT MODELS AND EQUIPMENT CONFIGURATIONS PER SITE. IF NO USERS IN SOUTH AFRICA, PROVIDE A LIST OF USERS IN OTHER COUNTRIES. THE DEPARTMENT OF HEALTH KWAZULU NATAL PROVINCE RESERVES THE RIGHT TO INDEPENDENTLY VERIFY THE PERFORMANCE AND SUPPORT ON THE OFFERED UNIT.

F. THE SYSTEM OFFERED SHALL COMPLY WITH OR EXCEED ALL OF THE MINIMUM PERFORMANCE SPECIFICATIONS AS INDICATED FOR THE VARIOUS SUB-COMPONENTS, SUPPORTED BY FACTORY-SUPPLIED PRODUCT SPECIFICATIONS / BROCHURES.

G. DESCRIPTIVE LITERATURE, PAMPHLETS AND BROCHURES AND TECHNICAL DATA SHEETS APPLICABLE TO THE OFFER (I.E. ALL COMPONENTS OF SYSTEM) SHALL ACCOMPANY THE TENDER, FAILING WHICH THE BID WILL NOT BE CONSIDERED.

H. THE EQUIPMENT AND ANY ACCESSORIES ORDERED FROM THE SUCCESSFUL BIDDER WILL BE SUPPLIED, DELIVERED, INSTALLED, TESTED, CALIBRATED, DEMONSTRATED (INCLUDING SPECIFIED TRAINING) AND COMMISSIONED IN THE SPECIFIC HOSPITAL AT THE EXPENSE OF THE SUCCESSFUL BIDDER, PRIOR TO FULL PAYMENT BEING MADE.

I. THE SYSTEM WILL BE USED AS A COMPREHENSIVE BRACHYTHERAPY SYSTEM, INCLUDING INTRACAVITARY, INTRALUMINAL IN THE DEPARTMENTS OF RADIATION ONCOLOGY AT GREY'S HOSPITAL.

J. A COMPULSORY SITE MEETING WILL BE HELD TO ALLOW THE BIDDER TO INSPECT THE INSTALLATION SITE, ELECTRICAL SUPPLIES, RADIATION SHIELDING AND OTHER SERVICES AND SUPPLIES BEFORE SUBMITTING THEIR OFFER.

K. UPS OF 3KVA CAPACITY MUST BE SUPPLIED TO BACKUP THE TREATMENT PLANNING COMPUTER, SOURCE CONTROL COMPUTER AND THE TREATMENT CONSOLE.

L. THE BRACHYTHERAPY SYSTEM MUST COME WITH A TWO (2) YEAR GUARANTEE/WARRANTY. THE THREE (3) YEAR FULLY COMPREHENSIVE POST GUARANTEE/WARRANTY MAINTENANCE PLAN MUST BE QUOTED FOR SEPERATELY AS INDICATED IN THE TECHNICAL SPECIFICATIONS.

M. THE BIDDER MUST INCLUDE A SINGLE Ir-192 HDR BRACHYTHERAPY SOURCE FOR USE DURING THE INSTALLATION AND COMMISSIONING OF THE SYSTEM. THE BIDDER MUST QUOTE SEPARATELY ON THE **SCHEDULE OF OPTIONAL ACCESSORIES** FOR THE SUPPLY OF THE NEXT FOUR (4) RADIATION SOURCES.

TECHNICAL SPECIFICATIONS : HIGH DOSE RATE BRACHYTHERAPY SYSTEM FOR GREYS HOSPITAL

The supply, delivery, installations and commissioning of a state-of-the-art system comprising of the afterloader unit, radiation source, a modern computer controlled remote afterloader console, modern treatment planning system, treatment applicators and applicator accessories, and the necessary Quality Assurance accessories at Greys Hospital.

AFTERLOADER UNIT

CLAUSE T1:

The AFTERLOADER UNIT shall be a remote brachytherapy afterloader system with a computer-controlled operator's console and treatment planning system.

Comment :

_____

_____

CLAUSE T2:

The AFTERLOADER UNIT must be operated by normal 220V AC, 50HZ Main power supply and backup battery (DC) in case of emergency/ power failure to retract the source. Minimum backup time should be 30 minutes.

Comment :

_____

_____

CLAUSE T3:

The AFTERLOADER UNIT shall be a mobile unit with wheels and must be height adjustable..

Comment :

_____

_____

CLAUSE T4:

AFTERLOADER UNIT must have a shielded head for personnel safety from the radiation source. Shielded head must be made of Tungsten or equivalent. The shielding must conform to the standards of IEC 60601-2-17, ICRP codes and SAHPRA of South Africa.

Comment :

_____

_____

CLAUSE T5:

Shielded head design must allow the maximum of 1uSv/h at 100cm and 10uSv/h at 5cm.

Comment :

_____

_____

CLAUSE T6:

The AFTERLOADER UNIT must have a built-in GM counter to ensure that the source returns to safety.

Comment :

_____

_____

CLAUSE T7:

The AFTERLOADER UNIT must have a source transfer and position feedback system. It must be able to sense source position and time its motion.

Comment :

_____

_____

CLAUSE T8:

The AFTERLOADER UNIT must have an automatic path check of the applicator and transfer tube with check cables.

Comment :

_____

_____

CLAUSE T9:

Should the source fail to return to the safe, the safe must be equipped with a manual crank for returning the source to safety.

Comment :

_____

_____

CLAUSE T10:

The AFTERLOADER UNIT must have a minimum of 20 treatment channels, including all transfer tube, connectors and cables, etc to create a fully functioning system.

Comment :

_____

_____

CLAUSE T11:

Each channel must have more than 50 dwell points at the minimum of 1mm incremental steps.

Comment :

_____

_____

CLAUSE T12:

Each channel must have a minimum of 120cm treatment length. The HDR Brachy unit must be able to detect the correct length and must trigger the interlock when the length is incorrect.

Comment :

_____

_____

CLAUSE T13:

The nominal wire speed must be faster than 95cm/ seconds and the wire position accuracy must be less than 1.2mm**.**

Comment :

_____

_____

CLAUSE T14:

Direction of source movement must commence at the distal dwell positions and steps back.

Comment :

_____

_____

____

CLAUSE T15:

The AFTERLOADER UNIT must have an applicator connection detector system via a LED display with different colours/ displays and must be used as an interlock to proceed with treatment. LED display should vary for complete connection, incomplete connection and incorrect connection.

Comment:

_____

RADIATION SOURCE

CLAUSE T16:

RADIATION SOURCE used by the HDR Brachytherapy Unit shall make use of a metallic Ir-192 radiation source pellets, cylindrical configuration less than 1mm diameter x 4mm length (Half-life of 73, 83 days).

Comment :

CLAUSE T17:

The Ir-192 RADIATION SOURCE must be a cylindrical configuration, with dimension of source steel capsulation less than 1.2 mm diameter and 4.6 mm length. Capsulation must be welded at the end to a flexible stainless-steel cable.

Comment :

CLAUSE T18:

The Ir-192 RADIATION SOURCE must be motor driven to a specified programmed position.

Comment :

CLAUSE T19:

All displayed dwell times for plans to be delivered shall be based on a nominal activity of 10 Ci (370 GBq) for an Ir-192 RADIATION SOURCE. Maximum installable activity should 15Ci (555GBq).

Comment :

CONTROL CONSOLE

CLAUSE T20:

CONTROL CONSOLE must be located outside the treatment room and it must be possible to operate the afterloader unit from outside the room. The source position, source dwell times and treatment progress must be displayed on the control console.

Comment :

_____

_____

CLAUSE T21

CONTROL CONSOLE “Safe" indicator lights must be synchronised to the safe warning light next to the entrance.

Comment :

_____

_____

CLAUSE T22:

CONTROL CONSOLE, afterloader and treatment planning system shall be programmable with information relating to the activity of the installed Ir-192 source and shall automatically correct all treatment dwell times for radioactive decay of the source.

.

Comment :

_____

_____

CLAUSE T23:

Upon completion of the treatment, a treatment record shall be generated which contains date and time, data of the patient, the source being used, and the decay factor applied, current source strength parameters, dwell positions, geometric information of reference points and times as well as any error messages. This record should be viewable and printable at any time after treatment.

Comment :

_____

_____

CLAUSE T24:

Should communication between the control console and afterloader be lost, whether by software or hardware failure, or if any error occurs, the source shall immediately and automatically be retracted.

Comment :

_____

_____

CLAUSE T25:

Should communication between the control console and afterloader be lost, whether by software or hardware failure, or if any error occurs, the following information shall be stored and be available to view and/or print: date, time, source position and treatment time (planned as well as delivered for the source position) when and where treatment was interrupted.

Comment :

_____

_____

BRACHYTHERAPY TREATMENT PLANNING SYSTEM

CLAUSE T26:

HDR BRACHYTHERAPY PLANNING SYSTEM must be used in conjunction with the afterloader unit, control console and it must meet all safety regulations as prescribed by FDA and conformity certificates must be supplied with the bid documents.

Comment :

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_____

CLAUSE T27:

HDR BRACHYTHERAPY PLANNING SYSTEM must be a password controlled source strength input system.

Comment :

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CLAUSE T28:

The HDR BRACHYTHERAPY PLANNING SYSTEM must have a workstation with a computer monitor size of a minimum of 17" and the minimum resolution of 1280x1024 pixels.

Comment :

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_____

CLAUSE T29:

The HDR BRACHYTHERAPY PLANNING SYSTEM must be able to create, edit and contour the volume structures in 2D and 3D views.

Comment :

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CLAUSE T30:

The HDR BRACHYTHERAPY PLANNING SYSTEM must display a Graphic implant visualisation in

2 - dimensional (2D) and 3 - dimensional (3D) views.

Comment :

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CLAUSE T31:

The HDR BRACHYTHERAPY PLANNING SYSTEM must provide the dwell time calculations, dose distribution algorithm, planning optimization and Dose Volume Histogram (DVH).

Comment :

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CLAUSE T32:

The bidder shall supply all software and computer hardware to allow for the following brachytherapy planning based on TG43 or Monte Carlo dose calculations:

- HDR standard 3D brachytherapy planning based on CT (Philips large bore scanner) data.
- HDR standard 3D brachytherapy planning based on MRI data.
- HDR standard 2D brachytherapy planning based on x-ray simulator and c-arm images.

Comment :

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CLAUSE T33:

The HDR BRACHYTHERAPY PLANNING SYSTEM and Console Computer must each have its own Workstation. The HDR BRACHYTHERAPY PLANNING Software program will be loaded on both workstations. Bidder to specify.

Comment :

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CLAUSE T34:

The HDR BRACHYTHERAPY PLANNING SYSTEM software shall support DICOM RT and HL7 platform.

- Including the exchange and transfer of plans with the console computer, updated treatment appointment.
- Exchange patient volume images with the CT scanner

Comment :

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CLAUSE T35:

The HDR BRACHYTHERAPY PLANNING SYSTEM software and control computer must have a Firewall to provide an additional layer of security to help protect the HDR brachytherapy unit and patient data from viruses, malware and malicious attacks.

Comment :

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CLAUSE T36:

The HDR BRACHYTHERAPY PLANNING SYSTEM must be able to create, modify and edit various Template Plans.

Comment :

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CLAUSE T37:

The HDR BRACHYTHERAPY PLANNING SYSTEM must be supplied with a Laser Colour Printer for the printing of the treatment plans. A second Laser Colour Printer must be supplied with the HDR controller computer.

Comment :

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_____

ACCESSORIES AND APPLICATORS

CLAUSE T38:

HDR Brachytherapy system must have the Quality Assurance equipment that includes: Afterloader source position verification equipment and a transfer tube for a well type ionization chamber. Bidder to specify.

.**Comment** :

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_____

CLAUSE T39:

HDR Brachytherapy system must be compatible to the following existing accessories at Greys Hospital:

T39.1 Radiation Warning light

T39.2 Emergency stop switch to return the source to safety.

T39.3 Lead shielding door that communicate the closing and opening.

Comment :

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_____

CLAUSE T40:
A storage container must be supplied in the treatment room to serve as an emergency source container in case of failure of the afterloader in retracting the source. This must have a long handled forceps; cable cutter.

Comment:

_____

_____

CLAUSE T41:

All applicators, accessories and clamps must be CT compatible.

Comment :

_____

_____

CLAUSE T42:

All applicators offered shall include accessory kits, guide tubes, connectors, X-ray markers, etc., to create a fully functional and optimal system.

Comment :

_____

_____

CLAUSE T43:

Two (2) vaginal cylinder applicator sets. Specify the length and diameter of the applicators that are offered in a set. Applicators must be CT/MRI compatible.

Comment :

_____

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CLAUSE T44:

Two (2) Ring & tandem applicator sets (e.g. 60-degree angle or specify) for intracavitary gynaecological brachytherapy. Specify tandem lengths, and ring probe diameter. Applicators should be CT compatible and include rectal retractor.

The cost of each ring and tandem set including the rectal retractor must be detailed in the **Schedule of Optional Accessories of the technical specifications.**

Comment :

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CLAUSE T45:

A complete description (data sheet and illustrations) shall be provided for each of the applicator sets offered.

Comment :

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CLAUSE T46:

All the applicators and accessories offered above must be able to be sterilised for reuse. State sterilization method for all applicators and accessories.

Comment :

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ESSENTIAL SERVICE AND SOURCE CONTRACT

CLAUSE T47:

The bidder to include the supply of one (1) Ir-192 source with installation and commissioning of the Brachytherapy System. The bidder must quote separately on the **Schedule of Optional Accessories** for the supply of the next four (4) Ir-192 radiation sources.

Comment:

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CLAUSE T48:

The source contract must include all legally mandatory required quality assurance tests during each source change, including but not limited to safety checks and battery replacement.

Comment :

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CLAUSE T49:

The bidder to provide details of any discount that is offered if more than one source is ordered at one time.

Comment :

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CLAUSE T50:

The bidder must be responsible for import, export, supply, exchange and disposal of the radioactive source used for the treatment following the Radiation Control of the Department of Health's guidelines.

IMPORT/EXPORT LICENCE NUMBER : _____

Comment :

_____

_____

_____

TRAINING

CLAUSE T51:

The bidder must provide the Full training (in-house training) for: doctors, physicists and radiotherapists for a minimum of one week. Follow up training must be provided if required. The bidder must detail the hours/days/months of follow up training offered.

Applications training must cover proper handling of equipment, conventional and advanced treatments in brachytherapy, brachytherapy treatment planning for 2D and 3D, safety interlock system, data commissioning, dosimetry and Quality Assurance etc.

- The bidder must provide a minimum of 1 week in house training after the installation of the unit as part of the commissioning of the brachytherapy system. (Date to be decided between the bidder and Greys Hospital) Oncology Management
- In house training must be conducted by an expert applications specialist. Cost of in-house training, accommodation and travel must be included in the bid cost.
- Training shall include all clinical and medical physics training. This includes all training required to operate the equipment safely, equipment QA, and to prescribe, plan and deliver optimal brachytherapy radiation doses to patients.

- Ongoing future support and training of users in the use of all features of the equipment offered shall be provided by the successful Bidder at no extra cost. **BIDDER TO SPECIFY:** _____

- If further training is required due to further treatments developments at a later stage, bidder must provide extra training in any form including online or Skype or downloadable documents at no extra costs.

  BIDDER TO SPECIFY: _____

Comment

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____UPGRADEABILITY

CLAUSE T52:

All future upgrades (hardware and software) involving patient safety and removing software viruses from existing software must be supplied at no additional cost.

· ANY UPGRADE BEFORE OR AFTER INSTALLATION OF THE EQUIPMENT INVOLVING ADDITIONAL COST MUST BE BROUGHT TO THE ATTENTION OF THE MANAGER, HEALTH TECHNOLOGY SERVICES

FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.

Comment :

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APPLICABLE DOCUMENTS

REGULATIONS

All equipment, the installation and any alteration/additions shall comply with:

a) The Occupational Health and Safety Act (1993);

b) The wiring code S.A.B.S. 0142;

c) Hazardous Substance Act (1973) and the radiation safety regulations as laid down by the Directorate Radiation Control of the Department of Health.

d) The onus will be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and Medicines and Related Substance Act

CLAUSE T53:

Comment :

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CLAUSE T54:

OPTIONAL ACCESSORIES / SOFTWARE :

The Bidder is to offer the following as optional extras (this must be quoted for separately on the **Schedule of Optional Accessories** of the technical specifications. The offered options must be fully functional options that require no additional hardware or software to function:

OPTION A

T55.1 Algorithm for inhomogeneity correction in CT based planning.

T55.2 Applicator libraries available.

T55.3 Integration of offered solution with C-arm imaging for 2D planning.

T55.4 brachytherapy in vivo dosimetry.

T55.5 Indicate use of recon box if required for 2D-2D image matching.

The bidder to specify any extras considered necessary to make the system fully functional and optimal.

OPTION B

The bidder is requested to detail the benefit of each option on a separate annexure. Cost of the additional available software and hardware must also be listed on this annexure.

Comment :

_____

_____

INSTALLATION

CLAUSE T55:

The final bid price must include:

I. De-installation of existing equipment (where applicable), including the removal to a place designated by the Hospital management

II. Delivery, installation and commissioning of equipment.

A compulsory site meeting will be held at Greys Hospital to ascertain the requirements for the successful installation of the High Dose Rate Brachytherapy System. The cost of this must be detailed and included in the bid.

Prior arrangements must be made with Health Technology Services with regard to de-installation and disposal of the old unit.

Comment :

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RADIATION CONTROL LICENSE

CLAUSE T56:

Bidders must state the Radiation Control Licence number of the make and model of the equipment offered. If this type of equipment/apparatus appears on the schedule of Hazardous Substances, issued by the Directorate: Radiation Control of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act 15/1973) must be submitted with the bid document. The licence must be registered under the bidder's name or the letter of Joint Venture must be submitted by the Licence holder where the licence is not in the name of the bidder.

NB: BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL BE DISQUALIFIED.

BIDDER TO STATE LICENCE NUMBER: _____

Comment :

_____

_____

THREE (3) YEAR FULLY COMPREHENSIVE MAINTENANCE AGREEMENT (POST TWO (2) YEAR GUARANTEE/WARRANTY)

CLAUSE T57:

a) Bidders must provide a fully comprehensive maintenance and service agreement for a period of 3 years to commence upon termination of the 2-year guarantee/warranty period.

b) The 3-year comprehensive maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations..

c) This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate source movement mechanism, dummy source movement mechanism, console, control computer and backup battery and other brachy parts), spare parts, labour, traveling, accommodation, service and maintenance. The three year maintenance plan must also include all quality check and quality assurance requirements, including all required calibrations. This contract will commence after the two-year warranty period has expired. Software updates and upgrades to be included.

d) Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the three year period of the contract.

e) The bidder must supply details as to what is included in the cost that is quoted below. This must be attached as a separate annexure to the technical specification.

The bidder must complete the schedule below.

YEARLY MAINTENANCE CONTRACT SCHEDULE

	Year	Amount
TOTAL SERVICE AGREEMENT COST FOR THREE YEAR PERIOD AFTER LAPSE OF TWO YEAR GAURANTEE PERIOD	1	**WARRANTY/GUARANTEE PERIOD**
	2	**WARRANTY/GUARANTEE PERIOD**
	3	
	4	
	5	
TOTAL		**R**

THREE (3) YEAR FULLY COMPREHENSIVE SERVICE AGREEMENT

a) The bidder must state the number of services per annum that are required for the equipment offered as per the manufacturer‘s recommendations and attach proof of services.

b) The bidder must state the cost (inclusive of VAT.) of each service per unit.

c) The bidder must supply all inclusive, fully comprehensive three-year preventative maintenance, service and repair contract covering all equipment, hardware and software. This contract would cover, but not be limited to the following: ALL PARTS (including, where appropriate source movement mechanism, dummy source movement mechanism, console, control computer and backup battery and other brachy parts), labour, traveling, mileage, spare parts, service kits, breakdowns, accommodation, and all call outs that is required for the servicing of each unit and maintenance.

d) The bidder must complete the attached Department of Health standard draft maintenance and service agreement with their bid.

e) The bidder must complete the schedule below.

Number of Services Required Per Unit	**Cost of each service per Unit**	**Quantity of units**	**Total Cost**

Institution for which the equipment is intended _____

Bidder: _____

Signature: _____ Date: _____

- **ZNB 9941/2021-H: SCHEDULE OF OPTIONAL ACCESSORIES**

Bidders must quote the price of the optional accessories listed as well as any other accessories that may be useful to the end users.

Cat No	**Item**	**Price including VAT**
Two (2) x Ring and tandem sets		
One (1) x Ir-192 radiation source		
Four (4) x Ir-192 radiation sources		
Algorithm for inhomogeneity correction in CT based planning		
Applicator libraries available		
Integration of offered solution with C-arm imaging for 2D planning.		
Well type ionization chamber		
Brachytherapy in vivo dosimetry.		
Two (2) Titanium Fletcher suit applicator set, CT/MR compatible		
Indicate use of recon box if required for 2D-2D image matching.		
Stainless steel or titanium (or suitable other) interstitial brachytherapy needle sets : • Appropriate storage box if not included in the above. • Needle introducers • Connection tubes for needles.		

- **ZNB 9941/2021-HDETAILED TECHNICAL SPECIFICATION**
- **GENERAL INFORMATION REQUIRED**
- **FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER**

Make: _____

Model Number / Part Number for: _____

Country of Origin _____

Delivery Period _____

R S A Import Permit Holder (License No) _____

Bidder _____

Signature _____ Date _____

Address _____

_____

Telephone No _____ Fax No. _____

Contact Person _____

(Please Print)

SECTION O: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation
- Phase 3: Price and Preference Points

Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	**Yes**				
2	Section B: Special Instructions	**Yes**				
3	Section C: Authority to Sign the Bid	**Yes**				
4	Section D: Declaration of Interest	**Yes**				
5	Section E: Declaration of Bidder's Past SCM Practices	**Yes**				
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	**Yes**				
7	Section G: Preference Points Claimed	**Yes**	**Yes**			
8	Section H: Certificate of Independent Bid Determination	**Yes**				
9	Section I: Record of Amendments to Bid Documents	**Yes**				
10	Section J: General Conditions of Contract	**Yes**				
11	Section K: Special Terms and Conditions	**Yes**				
12	Section L: Compulsory site meeting	**Yes**	**Yes**			
13	Section M: Pricing Schedule	**Yes**	**Yes**			
14	Section N: Specification	**Yes**	**Yes**			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1.	Consortium/ Joint Venture/ Partnership agreement, if applicable.	**Yes If Applicable**				
2.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points.	**Yes**	**Yes**			
3.	Letter of undertaking if not the manufacturer of the Equipment	**Yes**	**Yes**			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
4.	Descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer.	**Yes**	**Yes**			
5.	Certified Copy of the Radiation Control License relevant to the equipment offered in terms of this bid.	**Yes**	**Yes**			

Phase 2: Technical Evaluation

The system offered must comply fully with or exceed all of the minimum specification requirements as per the Clauses as contained in the Specification. The prospective bidder is required to provide descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) for the Technical Evaluation.

If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit should be readily available within 14 working days, or the bidder must make arrangements for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.

Phase 3: Price and Preference Points

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

Points for this bid shall be awarded for:

(c) Price; and

(d) Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	**80**
STATUS LEVEL OF CONTRIBUTOR	**20**
Total points for Price and must not exceed	**100**

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

The department 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 department.