



Province of the
EASTERN CAPE
HEALTH

PART A
INVITATION TO BID

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

BID NUMBER:	SCMU3-19/20-0282-NMAH	CLOSING DATE:	12 DECEMBER 2019	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS				

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

SCM UNIT – LEVEL 2

NELSON MANDELA ACADEMIC HOSPITAL

SISSONS STREET, FORT GALE

MTHATHA, 5100

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	MS N. MFENGUZA	CONTACT PERSON	MS N. MFENGUZA
TELEPHONE NUMBER	047 502 4518/047 502	TELEPHONE NUMBER	047 502 4518/047 502
FACSIMILE NUMBER	0862767329	FACSIMILE NUMBER	0862767329
E-MAIL ADDRESS	nobuntu.mfenguza@echealth.gov.za	E-MAIL ADDRESS	nobuntu.mfenguza@echealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ NO ☐ YES

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ NO ☐ YES

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES ☐ NO ☐

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 NO ☐ YES ☐

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ NO ☐ YES

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

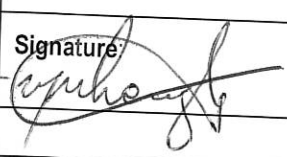
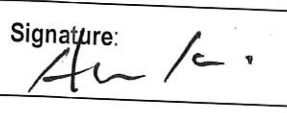
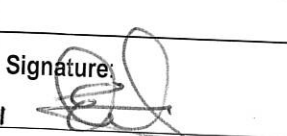
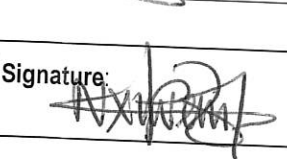
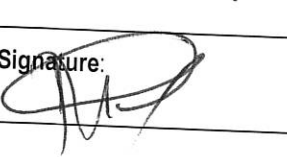
CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

3

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

DOCUMENT CONTROL SHEET

Drafted By	Date: 11/11/19	Name: M. MBANSAIA	Signature: 
Reviewed By	Date: 11/11/2019	Name: A. Mankela	Signature: 
Recommended by: Programme Manager	Date: 11/11/2019	Name: E. Venter Pr. Tech. Eng. Accredited Facilities Professional Senior Manager: Facilities	Signature: 
Approved By: Specification Committee	Date: 11/11/2019	Name: D.P.2 Nxumalo	Signature: 
Advert Approved By:	Date: 11/11/2019	Name: N.H. Mfemguzo	Signature: 

NOTE ! BY SIGNING THE CONTROL SHEET THE MANAGER CONFIRMS TO HAVE READ THE ENTIRE DOCUMENT

4

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

1. TABLE OF CONTENTS

Invitation to Bid (SBD 1)

Part 1 – Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 – Specifications

Part 5 – Bid Forms and related documentation

<u>Schedule A</u>	Government Procurement: General Conditions of Contract
<u>Schedule B</u>	CSD REGISTRATION FORMS
<u>Schedule C</u>	Pricing Schedule (SBD 3.1)
<u>Schedule D</u>	Declaration of Interest (SBD 4)
<u>Schedule E</u>	Declaration of Bidder's Past SCM Practices (SBD8)
<u>Schedule F</u>	Certificate of Bid Determination (SBD9)
<u>Schedule G</u>	Qualifications and experience
<u>Schedule H</u>	Organisation type
<u>Schedule I</u>	Organisational Structure
<u>Schedule J</u>	Details of Bidder's nearest office
<u>Schedule K</u>	Financial Particulars
<u>Schedule L</u>	Preference Points Claim Forms (SBD 6.1)

2. DEFINITIONS

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

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

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

5

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Department intends to engage suitably qualified suppliers to supply and deliver **EXCIMER LIGHT MACHINE at Nelson Mandela Academic Hospital in Mthatha, Frere Hospital in East London & Livingstone Hospital in Port Elizabeth.**

2. OFFER AND SPECIAL CONDITIONS

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

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

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

2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

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

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

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

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

4. ENQUIRIES

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

5. BID BRIEFING

No Briefing will be necessary

1

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

6. CONTRACT PRICING AND ADJUSTMENTS

- 6.1 The bidder must complete in FULL price details for the Goods and or Services on the Pricing Schedule form/s attached which completed form/s must be submitted together with the bid documents. Failure to comply with this requirement may invalidate the bid.
- 6.2 Prices quoted must be furnished on the basis of supply, delivery, installation, commissioning and maintenance, including warranty.
- 6.3 Bid pricing details must be completed manually using clear BLACK INK and duly signed. Where electronically completed submissions are made, every page must be initialed.
- 6.4 All bid prices must be inclusive of 15% Value-Added Tax.
- 6.5 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule
- 6.6 The prices and fees quoted by the Bidder shall be firm for a period of twelve (12) months. The bidder shall use the prevailing Rate of Exchange (RoE) based on the South African Reserve Bank at 12:00 **on the date of advertisement of the bid..**
- 6.7 Rate of Exchange to be used to convert bid price: Rate of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is **US Dollar** as indicated in the table below

Currency	Rates of exchange
US Dollar	Date of advertisement of the bid

- 6.8 Prices in the pricing schedule of the Contract shall differentiate between foreign and local pricing and shall indicate/substantiate the base rate of exchange (ROE) used to convert the foreign portion to South African currency. Any increase or reduction in the relevant amount as a result of any fluctuation in the rate of exchange or revaluation of currencies shall, irrespective of whether the price is firm or not, be subject to the following conditions:
- 6.9 Fluctuations between contract pricing schedule rates and quotes: Will be fully exposed to ROE adjustments with the ROE determined at the average buy and sell spot rate on quote date based on the South African Reserve Bank rates at 12:00 on the date of the quote.

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

2		
DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

- 6.10 Fluctuations between quote date and order date: The order amount in South African currency will be placed on the Supplier less, or plus, an amount reflecting any change in the exchange rate exceeding 5% (tolerance rate) compared to the quoted rate, determined at average buy and sell spot rate on quote date based on the South African Reserve Bank rates. In the event where the actual spot rate differs by more than 5% from the quote rate on the date of the order, the supplier may request an updated quote (if more) or the Department may request an updated rate (if less).
- 6.11 Fluctuations between order date and invoice settlement date: Any further fluctuation in the ROE and the cost of taking forward cover, which may occur between the purchaser order and the date of the invoice settlement, shall be absorbed by the Supplier.
- 6.12 Any request for price changes or rate of exchange variation shall be supported by documentary evidence, in the form of proof of the applicable rates on the applicable dates, by providing printouts of the South African Reserve Bank rates
- 6.13 Applications for price adjustments must be submitted in a formal letter listing the items applicable to the adjustment and accompanied by documentary evidence in support of any adjustment claim.

7. DECLARATION OF INTEREST

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

8. QUALIFICATIONS OF BIDDERS

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

10. PARTNERSHIPS AND LEGAL ENTITIES

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

11. CONSORTIUM/JOINT VENTURE

- 11.1 It is recognized that bidders may wish to form consortia to provide the Services.

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	4/11/2019
ADVERT APPROVED BY:		

11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -

11.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Technical Review Committee and/or the ECDoH and receive instructions for and on behalf of any and all the members of the consortium;

11.2.4 **A copy of the agreement entered into by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.

11.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid

12. ORGANISATIONAL PRINCIPLES

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

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

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

14. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule K. If no such details are submitted the bidder must submit an official agreement with a financial institution that gives guarantee of the amount to finance the tender. Bidders must submit financial statements that are not older than a year to assess financial viability.

4

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

15. PREFERENCE POINTS CLAIM FORMS

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

16. VALIDITY

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

17. ACCEPTANCE OF BIDS

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

18. NO RIGHTS OR CLAIMS

- 18.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the Eastern Cape Provincial Government or the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 18.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

19. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

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

5

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

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

20. ACCURACY OF INFORMATION

- 20.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 20.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

21. COMPETITION

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

22. RESERVATION OF RIGHTS

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

6

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

22.1.3 Award the bid to more than one bidder.

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

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

24. **EVALUATION CRITERIA**

The bid will be evaluated in three (3) stages detailed below.

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Non-Negotiables
- Stage 3: Compliance to specification
- Stage 4: Price and B-BBEE Points

The stages are further detailed below

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

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

Where

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

P_t = Comparative price of bid or offer under consideration.

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

NB: Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates, certified copies or a Sworn Affidavit in the case of EMEs and QSEs in the form prescribed by the DTI to substantiate their B-BBEE rating claims. Obtain the Sworn Affidavit form from www.thedti.gov.za

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or sworn affidavit or is a non-compliant contributor. Such a bidder will score 0 out of maximum of 20 points for B-BBEE.

7

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

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

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

- 24.3 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate or sworn affidavit substantiating the B-BBEE status level of contribution or is a non-Compliant contributor. Such a bidder will score 0 out of maximum of 10 points for B-BBEE.
- 24.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 24.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 24.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency or sworn affidavit will be considered for preference points.

8		
	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

- 24.7 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 24.8 The total points scored will be rounded off to the nearest 2 decimals.
- 24.9 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 24.10 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 24.11 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 24.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points

Stage 1 : Pre-qualification evaluation – Admin Compliance

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

The following Pre-qualification criteria shall apply:

- 25.2.1 The bid documentation must be completed comprehensively and correctly.
- 25.2.2 Declaration forms (SBD 1, 4, 8, 9, 6.1), etc. must be signed.

9

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

25.2.3 Proof of registration with the Centralized Supplier Database (CSD).

25.2.4 Documentary Proof of Financial Resources in the form of Letter of confirmation from the reputable financial institution and/or the latest 2019 audited, stamped financial statements. And, Or letter from an approved financial institution confirming amount approved for cover the whole tender.

25.2.5 Radiation Control Board Certificate (current).

25.2.6. CE marking

25.2.7 ISO 9000 / 13485

25.2.8 Accreditation letter from the manufacturer indicating supply, delivery, installation, commissioning and maintenance of equipment offered.

#	Requirements	Complied	
		Yes	No
B	CSD Registration		
C	Invitation to Bid (SBD1) completed and signed		
E	Pricing Schedule (SBD 3.1)		
F	Declaration of Interest (SBD 4)		
G	Preferential Points Claim(SBD 6.1)		
H	Declaration of Past SCM Practices (SBD 8)		
I	Certificate of Independent Bid Determination (SBD9)		
J	Proof of Financial Capacity		
M	JV agreement if applicable		
N	Radiation control Board Certificate		
O	CE marking		
P	ISO 9000 / 13485		
Q	Accredited letter from the manufacturer indicating supply, delivery, installation, commissioning and maintenance of equipment offered		
R	Brochure with clear images and details of machine		

10

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

Stage 2: Non -Negotiables

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

ITEM	REQUEST TENDER TO SUPPLY, DELIVER, COMMISSION OF THE EXCIMER LIGHT MACHINE	State Your Offer	Technical Reference/ Index Page Number	Weights: High Priority Items- 10; Medium Priority-4; Normal Priority-2	Compliance (YES/NO)
SECTION	SPECIFICATION				
1	NON NEGOTIABLE - MEDICAL EQUIPMENT				
1.1	CE number with the directive certificate of approved accreditation body shall be supplied indicating the model specific of equipment offered				
1.2	Device shall be Compliant to IEC 601- 1 and IEC 601-2 certification				
1.3	The ISO 9000 or ISO 13485 certificate of manufacturer shall be attached				
1.5	A signed letter from the registered manufacturer (on the Manufacturer letterhead) supporting and underwriting the vendor as the accredited and certificated vendor in South Africa for safe distribution, service and maintenance				

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON		
ADVERT APPROVED BY:	P. Z	11/11/2019

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE
YEARS SCHU3-19/20-0282-NMAH**

1.6	The Life-expectancy of the equipment offered must be 10 years or better before manufacturer end-of-life. Attach manufacturer letter confirming remaining life-expectancy before end-of life.				
1.7	The technology, including software, of the equipment offered must be recent, meaning must not be due for replacement or upgrade over the 10-years life-expectancy. Attach manufacturer's letter of intent as proof. Upgrade costs during this period shall be carried by the contractor and or manufacturer				
1.8	Minimum of 2-year warranty should be included in the basic price. Attach manufacturer proof in writing.				

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCM03-19/20-0282-NMAH

Stage 3: Specification evaluation – See specification on Part 4

Stage 4: Price and Preference Points Evaluation

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

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

1		
	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 12 months. The bidder is further obliged for the future support while the contract is in force.

2. FEES AND CHARGES

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

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

3.5 Compliance with procedures.

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

2

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

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

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

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

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

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

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

4. HAZARDOUS MATERIALS

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

5. FIRE RISKS

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

6. ENERGY MANAGEMENT

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

7. OCCUPATIONAL HEALTH AND SAFETY

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

3

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

The contractor :-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

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

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

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

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

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

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

4		
DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

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

9.4 Measurement of performance

- Periodic checks: ECDoh and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoh) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoh.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoh, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoh.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoh at such intervals as ECDoh may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

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

10. BREACH AND TERMINATION

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

11. LOSS AND DAMAGE

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

5

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	12/11/2019
ADVERT APPROVED BY:		

12. SUB-CONTRACTORS

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

6		
	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. L	u/m 2019
ADVERT APPROVED BY:		

PART 3
Tender Strategy

The department is seeking to engage a supplier in a tender process to **SUPPLY, DELIVER, INSTALL AND COMMISSION EXCIMER LIGHT MACHINES FOR THE EASTERN CAPE DEPARTMENT OF HEALTH**. After the award of the contract each institution will place an order on a need basis. The supplier will only deliver the equipment after receiving an official order from any institution that needs to buy.

7

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH

PART 4 – SPECIFICATION

The specification evaluation below will qualify the bidder to proceed to the final stage of price evaluation. A supplier who scores less than 90% in the specification evaluation will be disqualified and therefore will not proceed to the final stage of evaluation.

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX MONTHS.		STATE OFFER	Technical reference/index page	Score 0or 5	Comply yes/no
2	TECHNICAL SPECIFICATION				
2.1	The monitor must be at least a minimum of 8" LCD with a touch screen user interface.				
2.2	The touch screen must be used to administer dose.				
2.3	The information on the screen must be between half centimetre and one centimetre in order to read easily.				
2.4	The unit must be user friendly to the clinicians				
2.5	The light source must be excimer pulsed light				
2.6	The lifetime of the bulb or lamp must complete 1000 hrs				
2.7	The wavelength must be 308 nm				
2.8	Maximum dose 5 – 6 000 mJ / cm ²				
2.9	Power density at least 50 mW / cm ²				
2.10	Maximum treatment area 17.5 cm ²				
2.11	Pulse duration 1 sec – 50 sec				

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY:		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMUS-19/20-0282-NMAH

2.12	Weight must not exceed a maximum of 15 kg				
2.13	The unit must be able to treat the following skin conditions:-				
2.13.1	Vitiligo				
2.13.2	Psoriasis				
2.13.3	Alopecia Areata				
2.13.4	Atopic dermatitis				
2.13.5	Mycosis Fungoides				
2.13.6	Lichen Planus				
2.14	There must be no restriction on treatment volume				
2.15	There must be no consumables or disposables to run the machine				
2.16	The unit must be portable and durable				
2.17	The unit must have a build in power supply and supplied by normal 230 AC volts with 15 Amps.				
2.18	The unit must come with its carry case and trolley for transportation in the hospital, the caster wheels must be 14 cm up to 16 cm				

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCHU3-19/20-0282-NMAH

<u>EQUIPMENT GUARANTEES AND SERVICE SPECIFICATIONS</u>	<u>COMMENTS</u>	<u>COMPLY</u> <u>Y / N</u>
Equipment must be able to withstand the power supply challenges in Mthatha		
No part shall be second hand or refurbished.		
Tender price to include delivery, installation, commissioning and maintenance, two -year warranty and training. Acceptance of the equipment will only take place after commissioning of the equipment.		
The after sales and repairs must carry a twelve months guarantee against poor workmanship and latent defects and parts. A fully comprehensive preventative maintenance, service and repair plan including all costs must be included in the warranty. Software updates and upgrades to be included. This warranty will commence after formal acceptance and handover of the equipment and successful testing and acceptance by the Health Technology Services – Clinical Engineering.		
The successful bidder must arrange with the Health Technology Services – Clinical Engineering, the notice must be two weeks before commissioning		

3

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

	the equipment at the respective hospital / institution.		
	The successful bidder must arrange for an acceptance test of the equipment. A completed certified copy of this specification must be submitted with the equipment when the acceptance test(s) is to be undertaken. A copy of the acceptance test must be forwarded to the Health technology unit of the particular institution.		
	The recommended number of services per annum must be included during and up until the end of the guarantee period and all costs related to the provisions of such service/s will be for the bidder's account. The bidder must state the number of services that will be provided during and up to the end of the guarantee period.		
	Software changes to the equipment which are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life of the equipment.		
	Response time for service / repair must be within 24 hours.		

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

	Supply the name, address, and telephone number/s of the service department.		
	Technician(s) must be qualified and factory equivalent trained to deal with the service, repair and calibration of the equipment quoted on. NB proof of factory (or equivalent) training must be submitted with this bid/quotation offer.		
	The bidder must state how many technicians they have permanently employed and their names and contact numbers must be supplied.		
	State if the technicians are in the direct employ of the bidder.		
	If the equipment is taken away for repairs during the guarantee period, a loan set must be supplied for use by the institution for the duration of the repairs.		
	The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warrantee period. A sliding scale penalty clause will form part of the service contract. This will result in the maintenance payment being reduced by a pro rata amount that the up-time is less than 98%.		

DRAFTED BY:	SIGNATURE	5	DATE
RECOMMENDED BY			
REVIEWED BY:			
APPROVED BY BSC CHAIRPERSON			
ADVERT APPROVED BY:			

P.2

11/11/2019

	Up-time is defined as follows: 24/7: i.e. 365days times 24 hours = 8760 hours. A down time of 2% relates to 175 hours per annum.		
	<u>USER AND TECHNICAL TRAINING</u>		
	The successful bidder must provide user training in the operation of the unit at no extra cost to the final bid price to this department. Bidders must detail the training that would be offered and indicate who would offer the training.		
	The successful bidder must provide local training for Eastern Cape Department of Health technicians at the locality of purchase, on the: <ul style="list-style-type: none"> • calibration, • maintenance, • service and • Repair of the quoted product. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidder's account. A certificate of competency must be issued on the successful completion of the training. The training must be provided by the		

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

	successful bidder within three (3) months from date of initial supply and delivery of the quoted equipment to the department.		
	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		
	The successful bidder must bring its own tools during schedule service or any maintenance that needs to be performed in the institution.		
	Complete original service / repair manual book or CD copies in English must be supplied. The manual should include the following information: <ul style="list-style-type: none"> • Fault finding guide. • Circuit diagrams / schematics. • Circuit descriptions and PCB layouts. • Calibration guide. • Part numbers. • Exploded diagram of mechanical parts / panels. 		

DRAFTED BY:	SIGNATURE	DATE
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	Q.2	11/11/2019
ADVERT APPROVED BY:		

Schedule A
Government Procurement
General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:

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

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

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

9

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

10

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE
EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

11

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

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

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of

12

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

electronic or mechanical writing.

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

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

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

- 3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser

shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and Terms of Reference.

5. Use of Contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

13

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

14

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

15

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

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

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

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

- 15.2 This warranty shall remain valid for twelve (12) months after the

16

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by

17

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

22. Penalties 22.1

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

23. Termination for default 23.1

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

- (a) if the supplier fails to deliver any or all of the goods within

18

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right

19

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him

20

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

21

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

Part 5 – Schedule B
Application for Tax Clearance Certificate
CSD VERIFICATION /TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING:-

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

22

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE
EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

PRICING SCHEDULE

SBD 3.2

PRICING SCHEDULE – NON FIRM PRICES

NELSON MANDELA ACADEMIC HOSPITAL

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....Bid number.....
Closing Time 11:00 Closing date.....

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

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY
NO.
**(ALL APPLICABLE TAXES INCLUDED)

- Required by:

- At:

- Brand and model:

- Country of origin:

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s):

- Period required for delivery:

- Delivery: *Firm/not firm

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

*Delete if not applicable

23

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

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

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

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

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

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

24

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P-2	11/11/2019
ADVERT APPROVED BY:		

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

NB. The delivery period must be a maximum of 8 weeks after receiving an official order; the bidder must sign below to agree with the delivery period.

.....
Bidder representative

.....
Date

25

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

Part 5 – Schedule D
Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder², member):
- 2.4
- 2.5 Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.6 Tax Reference Number:
- 2.7 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

26

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

- (d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

2.8.1 If so, furnish particulars:

27

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Number	Income Reference	State Number / Number	Employee Peral

28

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P2	11/11/2019
ADVERT APPROVED BY:		

4 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

29

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

Declaration of Bidder's Past Supply Chain Management Practices

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

30

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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

.....

Position

.....

Date

.....

Name of Bidder

31

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P.2	11/11/2019
ADVERT APPROVED BY:		

Part 5 – Schedule F
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

32

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

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

33

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

communication between partners in a joint venture or consortium³ 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....

.....

34

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

Position

Name of Bidder

Part 5 – Schedule G

Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period		Contract value	Contact Person	Contact Number
	Start Date	End date			

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below :

35

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

36

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE
EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCM3-19/20-0282-NMAH**

Part 5 – Schedule H

Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The bidder comprises of the following partners/members/directors :

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

37

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

Part 5 – Schedule J
Details of Supplier's Nearest Office

1. Physical address of supplier's office

- 1 Telephone No of office: _____

- 3 Time period for which such office has been used by supplier : _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

39

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE
EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

Part 5 – Schedule J
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : _____

Name of bidder: _____

Bid Number: _____

	<u>FINANCIAL POSITION OF BIDDER</u>
	<p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

40

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

.....
NAME IN CAPITALS

In the presence of :

1.

2.

41

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE
EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

Part 5 – Schedule K

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to exceed (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (c) Price; and
 - (d) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

42

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. 2	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE
DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **"non-firm prices"** means all prices other than "firm" prices;
- (m) **"person"** includes a juristic person;
- (n) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a

43

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE
DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

project in terms of the contract;

- (q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored must be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

44

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE
DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

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

- 4.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5. BID DECLARATION

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

45

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	11/11/2019
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE
DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

(1)

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

46

	SIGNATURE	DATE
DRAFTED BY:		
RECOMMENDED BY		
REVIEWED BY:		
APPROVED BY BSC CHAIRPERSON	P. Z	17/11/2029
ADVERT APPROVED BY:		

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE
DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**

- ☐ 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 contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES 1. 2.	47 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS:
RECOMMENDED BY: REVIEWED BY: APPROVED BY BSC CHAIRPERSON: ADVERT APPROVED BY:		P.2 11/11/2019

**SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF EXCIMER LIGHT MACHINE FOR THE EASTERN CAPE
 DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS SCMU3-19/20-0282-NMAH**