



Province of the  
**EASTERN CAPE**  
HEALTH

**PART A**  
**INVITATION TO QUOTE**

**SBD 1**

<b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE FRERE HOSPITAL</b>				
<b>BID NUMBER:</b>	<b>SCMU3-22/23-0792-FRE</b>	<b>CLOSING DATE:</b> 24 APRIL 2023	<b>CLOSING TIME:</b>	10:00 a.m.
<b>DESCRIPTION</b>	<b>INVITATION TO RENDER RADIOLOGY SERVICES SPECIFICALLY MRI SCAN EXAMINATIONS &amp; REPORTING – RATE BASED CONTRACT</b>			
<b>SUBMISSION</b>	<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>			
FRERE HOSPITAL: Y – ADMINISTRATION BLOCK, CONNAUGHT/AMALINDA MAIN ROADS EAST LONDON				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Alex Ngqwebo		CONTACT PERSON	Alex Ngqwebo
TELEPHONE NUMBER	043 709 2583		TELEPHONE NUMBER	043 709 2583
FACSIMILE NUMBER	043 743 5317		FACSIMILE NUMBER	043 743 5317
E-MAIL ADDRESS	<a href="mailto:Alex.Ngqwebo@echealth.gov.za">Alex.Ngqwebo@echealth.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Alex.Ngqwebo@echealth.gov.za">Alex.Ngqwebo@echealth.gov.za</a>
<b>SUPPLIER INFORMATION</b>				
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

## PART B TERMS AND CONDITIONS

### 1. QUOTE SUBMISSION:

- 1.1. QUOTATIONS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. SUPPLIERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO QUOTEDING INSTITUTION.
- 1.4. WHERE A SUPPLIER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE QUOTE DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO QUOTEDING INSTITUTION.
- 1.5. THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 SUPPLIERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 SUPPLIERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 SUPPLIERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE QUOTE.
- 2.5 IN QUOTATIONS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE SUPPLIER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO QUOTEDING FOREIGN SUPPLIERS

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

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



# INDEX

## RETURNABLE SCHEDULES

(All schedules must be completed and returned by the SUPPLIER)

Schedule 1  
SBD 1 (Part A and B)

Schedule 2  
Evaluation criteria

Schedule 3  
Specification

Schedule 4  
Price Schedule

Schedule 5  
Declaration of Interest

Schedule 6  
Preference points claim form



## RETURNABLE SCHEDULE 2: EVALUATION CRITERIA

### 1. EVALUATION CRITERIA

#### 1.1 The Quote will be evaluated as follows:

- Stage 1: Administrative compliance
- Stage 2 : Compliance to Non Negotiable Requirements
- Stage 3 : Price & Specific Goals' points

#### Stage 1: Administrative Compliance

#	Requirement	Please Tick ✓	
		Complied	Not Complied
A	Invitation to Quote (SBD1) completed and signed		
B	Signed Pricing Schedule (SBD 3.1)		
C	Signed Declaration of Interest (SBD 4)		
D	Signed Preferential Points Claim (SBD 6.1)		
E	Latest CSD report attached		
F	Bank confirmation letter <b>(Not older than 3 months)</b>		

#### Stage 2: Compliance to Non-Negotiable requirements

#	Requirement	Please Tick ✓	
		Complied	Not Complied
1	Radiologist/s to be registered with the Health Professions Council of SA (HPCSA). Proof of registration for 2023/24 must be supplied (certified copy).		
2	Radiologist/s also to attach proof of qualification (certified copy).		
3	Service provider <b>must be situated in East London</b> so that emergency services can be provided to the hospital and for patients to access equipment at the service provider's practice, which is unavailable at the institution.		
4	Radiation Control licenses for all equipment located at the Service provider's premises in East London		
5	Service provider to be registered on the Eastern Cape Department of Health's Service provider Database (CSD)		
6	Service provider to be registered on the Eastern Cape Department of Health's Service provider LOGIS system.		
7	The service provider is requested to install a server as per details in 3.1 connecting the hospital to their reporting system for transmission of images.		
8	The service provider is requested to e-mail the report back to the Radiology department, Frere Hospital.		

**NB: Failure to comply with any of the above will result in submission disqualified and not evaluated further.**

	SIGNATURE	DATE
REVIEWED BY:	L. Tovell Trollope	28/03/2023
APPROVED BY BSC COMMITTEE (CHAIRPERSON)	Dr J. Thomas	28/03/2023



## **Stage 3 : Price & Specific Goals' Points**

- 3.1 The PPPFA point system will be used for this Quote i.e. 80/20 principle. The evaluation criteria will be as follows: Price = 80, Specific Goals = 20

### **SPECIAL CONDITIONS:**

- Bidders MUST adhere to the specification throughout the contract.
- In the event the recommended Supplier fails to deliver, ECDOH/Frere Hospital has a right to cancel the contract.
- Delivery is NOT subject to supplier's payment by the department or any client, all is required is delivery according to the requirements of this engagement

### **PART 2**

#### **Conditions of Contract and Operational Requirements**

##### **1. CONTRACT**

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

##### **2. FEES AND CHARGES**

- 2.1 Prices shall be firm for the first 12 months.
- 2.2 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.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

##### **3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

- 3.1 ***The ECDoH's operational requirements.*** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 ***Problem identification and reporting.*** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall: -
- 3.3 ***Other Service Providers*** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.
- 3.4 ***Regulations and statutes*** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
- 3.5 ***Compliance with procedures.***

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

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



- 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;

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 Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

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

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

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

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

### 9.4 **Measurement of performance**

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

### 9.5 **Results of checks, audits and surveys** ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above





checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

**10. BREACH AND TERMINATION**

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

**11. LOSS AND DAMAGE**

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

**12. SUB-CONTRACTORS**

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



## **PART 3** **BID STRATEGY**

### **THE RFQ CALLS FOR RENDERING OF RADIOLOGY SERVICES** **Magnetic Resonance Imaging (MRI) scans and reporting services**

Reporting on MRI scan examinations, and on occasion, should the need arise, perform MRI examinations

(Request for report to be approved by Director: Clinical Governance or designated manager)

- The successful bidder/s will be requested to deliver the services to where the services are required, as and when such services are required.
- Should the recommended/successful bidder/s fail to deliver within a month of executing the contract; the contract shall be cancelled.
- Placement of Orders is subject to Budget availability.

#### **SCOPE OF WORK**

Report on MRI examinations, and on occasion, should the need arise, perform MRI examination  
(Examination and request for report to be approved by Director: Clinical Governance or designated manager)

#### **DECLARATION OF THE BIDDERS ABILITY TO RENDER RADIOLOGY SERVICES.**

- We hereby declare that we, \_\_\_\_\_ (name of the bidder), have the capacity and capability to render the required services – MRI Scans and Reporting.

SIGNATURE OF BIDDER: .....

<b>SCHEDULE 3: SPECIFICATION FOR REQUIRED SERVICES</b>
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#### **SCOPE OF WORK – SPECIFICATION**

##### **MRI SCANS & REPORTING**

- a. MRI scan reporting
- b. Performing MRI scans and reporting (examination and report)

##### **TRANSMITTING OF IMAGES BETWEEN THE SERVICE PROVIDER AND FRERE HOSPITAL**

- The service provider must supply a link (wireless or fixed line) with adequate bandwidth that will allow the fast and secure transmission of studies across the link where reporting is required. The service provider will be required to terminate the link onto a patch panel that will be supplied by the hospital IT department. The IT department will allocate a port to a VLAN to which a PC can be connected on which studies will be loaded for transmission to the service provider.
- The service provider must supply a PC that must be used to load and transmit studies that requires reporting. It is the responsibility of the service provider to maintain the PC and to ensure that the PC is provided with the latest operating system security patches and Anti-Virus pattern files.
- The hospital IT policy will not permit direct linking to the hospital PACS system from a 3rd party service provider and therefore the networks will be fully segregated. The hospital PACS administrator will upload studies from the hospital PACS to the service provider PACS on the provided PC where reporting is required.



- The service provider must have a digital radiology solution with a PACS/RIS that is fully DICOM compliant. Frere Hospital will only submit digital radiology studies for reporting.
- The service provider must allow for the transmission of DICOM images to a third party system for specialised services on an ad hoc basis e.g. True Match MRI images.

### 3.2 MRI SCANS AND REPORTING

- MRI scans (EXAMINATION) will only be requested for URGENT cases if Frere Hospital's machine is out of order.
  - An examination must not be carried out if the request form is not approved by the Director: Clinical Governance or designated manager or CEO
    - Director Clinical Governance: Dr J. Thomas
    - Designated manager
    - CEO
  - MRI scan request forms will be e-mailed to the service provider.
- For emergency scans, the request form will accompany the patient.
- For outsourced MRI examinations, the images are to be stored on DVD and delivered to the Radiology department, Frere Hospital.

### 3.3 OFFICIAL REPORTS

- A report must not be furnished if the request form is not approved by the Director: Clinical Governance or designated manager or CEO
- A typed report is to be e-mailed to the Radiology department.
- A turnaround time of 24 hours is required for non-urgent cases and 2 hours for urgent cases.
- The service provider will be notified when urgent cases need reporting.

### 3.4 INVOICING

Invoices for all cases reported on within a calendar month must be forwarded to the Assistant Director: Radiography by the third day of the following month for capturing for

	SIGNATURE	DATE
REVIEWED BY:	L. Tovell Trollope	28/03/2023
APPROVED BY BSC COMMITTEE (CHAIRPERSON)	Dr J. Thomas	28/03/2023



**SCHEDULE 4: PRICING SCHEDULE**

**QUOTATION VALIDITY PERIOD:** \_\_\_(60 days)\_\_\_

Company name: .....

**Please complete the table below:**

Description/Requirement	Unit Price	VAT	Price VAT Inclusive
a. MRI scan reporting (report only)			
b. Performing of MRI scan when Frere Hospitals equipment is out of order (examination and report)			

Signature			
Company Representative			
Company Director / Manager	Initial and surname	Signature	Date



## SCHEDULE 5: DECLARATION OF INTEREST

SBD4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

<sup>2</sup> 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.



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

The applicable preference point system for this tender is the **80/20** preference point system. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all



- applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

##### 80/20

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,





then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Military Veterans Ownership	10% (2)	
Locality Ownership	10% (2)	
<b>TOTAL</b>	<b>100% (20)</b>	

a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.

b) The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:

- Historically Disadvantaged Individuals Ownership: Proof of ownership (CIPRO certificate) with id no.
- Women Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
- Youth Ownership: Ownership: Proof of ownership (CIPRO certificate) with id no.
- Disability Ownership: Proof of ownership (CIPRO certificate) with valid medical documentary proof.
- Military Veterans Ownership: Proof of ownership (CIPRO certificate) with valid proof of veteran status.
- Locality Ownership: Proof of business address (municipal account or valid lease agreement)
- Updated CSD report

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company



☐ State Owned Company  
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

	SIGNATURE	DATE
REVIEWED BY:	L. Tovell Trollope	28/03/2023
APPROVED BY BSC COMMITTEE (CHAIRPERSON)	Dr J. Thomas	28/03/2023

