



Province of the
EASTERN CAPE
HEALTH

PART A
INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE ECDOH					
BID NUMBER:	SCMU3-23/24-0611-FRE		CLOSING DATE: 30 NOVEMBER 2023		CLOSING TIME: 10:00 a.m.
DESCRIPTION	INVITATION TO BID FOR SUPPLY AND DELIVERY OF UROLOGY CONSUMABLES/ACCESSORIES TO FRERE, LIVINGSTONE, NELSON MANDELA ACADEMIC HOSPITALS AND OTHER HEALTH FACILITIES IN THE EASTERN CAPE ON RATE BASED CONTRACT FOR A PERIOD OF 36 MONTHS				
SUBMISSION	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) NB: NO EMAILED OR FAXED DOCUMENTS ACCEPTED				
FRERE HOSPITAL: Y – ADMINISTRATION BLOCK, CONNAUGHT/AMALINDA MAIN ROADS EAST LONDON					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
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	Alex.Ngqwebo@echealth.gov.za		E-MAIL ADDRESS	Alex.Ngqwebo@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
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)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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.

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



SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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 with Non Negotiable Requirements
- Stage 3 : Price & Specific Goals' points
- Stage 4: Sample Evaluation (Do Not Send Samples with Bid Documents, samples will be requested separately).

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	Bank confirmation letter (Not older than 3 months)		
F	Attach latest CSD		

Stage 2: Compliance with Non-Negotiable Requirements

#	Requirement	Please Tick ✓	
		Complied	Not Complied
1	Attach current SAHPRA Certificate bearing the bidder's name.		
2	If an agent/distributor must attach manufacturer's current authorization letter (where applicable)		
3	Indicate willingness to supply and deliver at own cost a sample/s. (must NOT be submitted with this bid)		

NB: Failure to comply with any of the above, shall result in disqualification and will not be evaluated further.

	SIGNATURE	DATE
REVIEWED BY:	Dr. J. John	21/09/2023
APPROVED BY BSC COMMITTEE (CHAIRPERSON)	Dr. L. Van Der Merwe	21/09/2023

Supply and Delivery of Urology Consumables/Accessories to Frere, Livingstone, Nelson Mandela Academic Hospitals and Other Health Facilities in Eastern Cape: Rate Based Contract – 36 Months



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:

- Samples may be requested for verification purposes and may not be requested from all the bidders.
- This bid shall yield contracts of multiple awards, rate based, more than one supplier per institution.
- Price negotiation shall be embarked on, establish average "fair" price for the items required.
- Should there be a National based Contract (RT) or similar either for some or all items listed herein, such items shall be removed from this contract. If all items are covered in the RT, therefore this contract shall be withdrawn regardless of amount spent per supplier and ECDOH make use of the RT Contract instead of the contract emanating from this contract.
- Bidders MUST adhere to the specification throughout the contract.
- In the event the recommended Supplier fails to deliver, ECDOH has a right to cancel the contract.
- Delivery is NOT subject to supplier's payment by the department or any other client, all that is required is delivery according to the requirements of this engagement.
- Placement of Purchase Orders is subject to budget availability.

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.

Supply and Delivery of Urology Consumables/Accessories to Frere, Livingstone, Nelson Mandela Academic Hospitals and Other Health Facilities in Eastern Cape: Rate Based Contract – 36 Months



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.



NB: TO BE USED IN Stage 4 (Sample Evaluation)

**SAMPLE ASSESSMENT FORM FOR:
SCMU3-23/24-0000-HO (UROLOGY ACCESSORIES/CONSUMABLES)**

REG#.....

Quality	Good	Excellent	Acceptable	Not Acceptable
Absorbency				
Durability				
Packaging clearly marked				
Safety aspects				
Sterility				
User Friendly				
Other				

Comments:

.....

Name of the assessor:

Rank of the assessor:

Signature:



Date:

PART 3 **BID STRATEGY**

THE BID CALLS FOR SUPPLY AND DELIVERY OF UROLOGY CONSUMABLES/ACCESSORIES TO FRERE AND OTHER FACILITIES IN EC HEALTH FACILITIES – RATE BASED MULTIPLE AWARD BID

- Multiple awards will be made based on the compliance with the requirements and rates charged.
- Multiple Suppliers shall serve each institution based on the machines and required consumables/accessories.
- ECDOH shall establish an average “fair” price for various items offered by the bidders to ensure value for money.
- **Should there be items or all of the items of this Bid available on RT or any other accessible public contract, such items will be removed from the list of this bid, if all items are on RT, this Bid/Contract shall be cancelled immediately.**
- Placement of Orders is subject to Budget availability.
- The non-machine specific items shall be tested in the form of sample submission and the outcomes determine the award, such applicable to the qualifying/compliant and rates/price charged.

SCOPE OF WORK

Supply and delivery of the required consumables and accessories to the stated EC Health Institutions for a period of 36 months.

DECLARATION OF THE BIDDER’S ABILITY TO SUPPLY AND DELIVER AS REQUIRED.

- We hereby declare that we, _____ (name of the bidder), have the capacity and capability to supply and deliver the required items.

SIGNATURE OF BIDDER:



SCHEDULE 3: SCOPE OF WORK/SPECIFICATIONS

Urology items

1. 70 cm, Fr 5, Needle for bladder injection
2. 6F single lumen open-ended ureteric access catheter
3. 5F single lumen open-ended ureteric access catheter
4. 6F dual lumen open-ended ureteric access catheter
5. 5F dual lumen open-ended ureteric access catheter
6. 6F variable double loop ureteral stent with connectable pusher with radiopaque ring and PTFE fixed core guidewire
7. 4.8F double loop ureteral stent with connectable pusher with radiopaque ring and PTFE fixed core guidewire
8. 0.035 in x 150 cm nitinol guidewire with hydrophilic tip
9. 0.035 in x 150 cm PTFE coated fixed core guidewire
10. 6F (90 cm) single loop ureteric stent with PTFE fixed core guidewire
11. 15 F ureteral balloon dilatation catheter with manometer
12. 12 F nephrostomy set including 18G Chiba puncture needle, J-tip Seldinger guidewire (0.038 inch), 1 set of dilators, J catheter with stylet and universal bag connector.
13. 14 F nephrostomy set including 18G Chiba puncture needle, J-tip Seldinger guidewire (0.038 inch), 1 set of dilators, J catheter with stylet and universal bag connector
14. PCNL balloon dilatation catheter with Amplatz sheath, screw type syringe and manometer
15. Bladder chip evacuator with bottle assembly, adaptor, reclosing cap and latex tube/nozzle for bladder irrigation during transurethral procedures – compatible with Karl Storz resectoscopes
16. 12F percutaneous nitinol tipless stone extractor
17. 100% silicone, 16F suprapubic catheter set with splitable sheath trocar and scalpel
18. 100% platinum silicone 18F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon
19. 100% platinum silicone 20F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon
20. 100% platinum silicone 22F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon
21. 100% platinum silicone 24F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon
22. 100% platinum silicone 26F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon
23. 100% platinum silicone 18F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon

Supply and Delivery of Urology Consumables/Accessories to Frere, Livingstone, Nelson Mandela Academic Hospitals and Other Health Facilities in Eastern Cape: Rate Based Contract – 36 Months



24. 100% platinum silicone 20F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon
25. 100% platinum silicone 22F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon
26. 100% platinum silicone 24F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon
27. 100% platinum silicone 26F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon
28. 4L (4000 mL) urine bag without washout pump with two strong hooks, T-tape outlet valve, tap holder, universal connector and ribbed tubing
29. 4L (4000 mL) urine bag with washout pump with two strong hooks, T-tape outlet valve, tap holder, universal connector and ribbed tubing
30. 2L (2000 mL) urine bag
31. Single use/disposable prostate biopsy gun (18G x 20 cm) with 19-22 mm penetration and two triggers for ease of firing and echogenic tip for visibility during ultrasound
32. 12 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
33. 14 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
34. 16 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
35. 18 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
36. 20 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
37. 22 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
38. 24 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
39. 28 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes
40. Touhy burst adaptor
41. Back loading flexible ureteric biopsy forceps
42. Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 1.5 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included
43. Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 1.8 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included
44. Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 2.2 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included
45. Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 2.5 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included
46. Nitinol no-tip stone retrieval basket with 4 twisted wires (flower design) – 3.0 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included
47. 50 mL catheter tip syringe
48. Ultrasound gel
49. Surgical corrugated drain
50. Surgical pencil drain
51. Vicryl 602 5/8 Needle 2.0
52. 34F, 40 cm latex bladder drain
53. Ureteral access sheath (inner diameter 12, outer diameter 14F) with hydro coated re-inforced sheath and radiopaque ring – 35 cm in length
54. Ureteral access sheath (inner diameter 12, outer diameter 14F) with hydro coated re-inforced sheath and radiopaque ring – 45 cm in length
55. Ureteral access sheath (inner diameter 10, outer diameter 12F) with hydro coated re-inforced sheath and radiopaque ring – 35 cm in length
56. Ureteral access sheath (inner diameter 10, outer diameter 12F) with hydro coated re-inforced sheath and radiopaque ring – 45 cm in length
57. Ureteric access sheath (inner diameter 10, outer diameter 12F) with hydrophilic coating
58. Ureteric occlusion balloon catheter



59. Single use flexible cystoscope compatible with the OTU medical image system
60. Single use flexible ureterorenoscope compatible with the OTU medical image system
61. 200 micron laser fibre compatible with the Potent 80W laser machine
62. 365 micron laser fibre compatible with the Potent 80W laser machine
63. 550 micron laser fibre compatible with the Potent 80W laser machine
64. Transvaginal mid urethral sling with mesh assembly and delivery device
65. Foot operated (manual) irrigation system for ureteroscopy compatible with Karl Storz semi-rigid ureteroscopes

66. Bipolar cutting loop 24/26 Fr (outer diameter at distal end of 0.4 mm) compatible with the Karl Storz resectoscope and working element
67. Bipolar cutting loop 27/28 Fr (outer diameter at distal end of 0.35 mm) compatible with the Karl Storz resectoscope and working element
68. Bipolar coagulation ball-end electrode 24/26 Fr compatible with the Karl Storz resectoscope and working element
69. Bipolar high frequency cord for Karl Storz bipolar unit
70. Suction tubing set for PCNL compatible with the Karl Storz Calcuson Ultrasonic device
71. Endoscopic linear cutter reloads 2.5 mm, 6 rows compatible with Echelon 45 Endopath stapler
72. Endoscopic linear cutter reloads 3.8 mm, 6 rows compatible with Echelon 45 Endopath stapler
73. Flex 45 Endopath stapler
74. Large jaw tissue sealer 20 cm shaft length
75. Curved, nano-coated, large jaw open sealer/divider (36 mm – 18 cm) compatible with the Covidien Force Triad device
76. Disposable stone interceptor/catcher

	SIGNATURE	DATE
--	-----------	------



REVIEWED BY:	Dr. J. John	21/09/2023
APPROVED BY BSC COMMITTEE (CHAIRPERSON)	Dr. L. Van Der Merwe	21/09/2023

SCHEDULE 4: PRICING SCHEDULE

QUOTATION VALIDITY PERIOD: __ (120 days) __

Company name:

Please complete the table below:

	Description	Price VAT inclusive, e.g., unit price and packaging.	Total Price VAT inclusive
1	70 cm, Fr 5, Needle for bladder injection		
2	6F single lumen open-ended ureteric access catheter		
3	5F single lumen open-ended ureteric access catheter		
4	6F dual lumen open-ended ureteric access catheter		
5	5F dual lumen open-ended ureteric access catheter		
6	6F variable double loop ureteral stent with connectable pusher with radiopaque ring and PTFE fixed core guidewire		
7	4.8F double loop ureteral stent with connectable pusher with radiopaque ring and PTFE fixed core guidewire		
8	0.035 in x 150 cm nitinol guidewire with hydrophilic tip		
9	0.035 in x 150 cm PTFE coated fixed core guidewire		
10	6F (90 cm) single loop ureteric stent with PTFE fixed core guidewire		
11	15 F ureteral balloon dilatation catheter with manometer		
12	12 F nephrostomy set including 18G Chiba puncture needle, J-tip Seldinger		



	guidewire (0.038 inch), 1 set of dilators, J catheter with stylet and universal bag connector.		
13	14 F nephrostomy set including 18G Chiba puncture needle, J-tip Seldinger guidewire (0.038 inch), 1 set of dilators, J catheter with stylet and universal bag connector		
14	PCNL balloon dilatation catheter with Amplatz sheath, screw type syringe and manometer		
15	Bladder chip evacuator with bottle assembly, adaptor, reclosing cap and latex tube/nozzle for bladder irrigation during transurethral procedures – compatible with Karl Storz resectoscopes		
16	12F percutaneous nitinol tipless stone extractor		
17	100% silicone, 16F suprapubic catheter set with splitable sheath trocar and scalpel		
18	100% platinum silicone 18F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon		
19	100% platinum silicone 20F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon		
20	100% platinum silicone 22F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon		
21	100% platinum silicone 24F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon		
22	100% platinum silicone 26F 3-way prostatectomy catheter with hydrophilic coating and dufour tip and 50ml re-enforced inflatable balloon		
23	100% platinum silicone 18F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon		
24	100% platinum silicone 20F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon		
25	100% platinum silicone 22F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon		
26	100% platinum silicone 24F 3-way prostatectomy catheter with		

	hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon		
27	100% platinum silicone 26F 3-way prostatectomy catheter with hydrophilic coating and straight tip and 50ml re-enforced inflatable balloon		
28	4L (4000 mL) urine bag without washout pump with two strong hooks, T-tape outlet valve, tap holder, universal connector and ribbed tubing		
29	4L (4000 mL) urine bag with washout pump with two strong hooks, T-tape outlet valve, tap holder, universal connector and ribbed tubing		
30	2L (2000 mL) urine bag		
31	Single use/disposable prostate biopsy gun (18G x 20 cm) with 19-22 mm penetration and two triggers for ease of firing and echogenic tip for visibility during ultrasound		
32	12 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
33	14 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
34	16 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
35	18 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
36	20 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
37	22 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
38	24 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
39	28 Fr 100% silicone male 2-way catheter with straight tip and inflatable (5-15 ml balloon) and two drainage eyes		
40	Touhy burst adaptor		

41	Back loading flexible ureteric biopsy forceps		
42	Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 1.5 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included		
43	Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 1.8 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included		
44	Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 2.2 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included		
45	Nitinol no-tip stone retrieval basket with 4 twisted or flat wires – 2.5 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included		
46	Nitinol no-tip stone retrieval basket with 4 twisted wires (flower design) – 3.0 Fr diameter with Teflon Coated Sheath and Tuohy-Borst connector included		
47	50 mL catheter tip syringe		
48	Ultrasound gel		
49	Surgical corrugated drain		
50	Surgical pencil drain		
51	Vicryl 602 5/8 Needle 2.0		
52	34F, 40 cm latex bladder drain		
53	Ureteral access sheath (inner diameter 12, outer diameter 14F) with hydro coated re-inforced sheath and radiopaque ring – 35 cm in length		
54	Ureteral access sheath (inner diameter 12, outer diameter 14F) with hydro coated re-inforced sheath and radiopaque ring – 45 cm in length		
55	Ureteral access sheath (inner diameter 10, outer diameter 12F) with hydro coated re-inforced sheath and radiopaque ring – 35 cm in length		
56	Ureteral access sheath (inner diameter 10, outer diameter 12F) with hydro coated re-inforced sheath and radiopaque ring – 45 cm in length		
57	Ureteric access sheath (inner diameter 10, outer diameter 12F) with hydrophilic coating		
58	Ureteric occlusion balloon catheter		

59	Single use flexible cystoscope compatible with the OTU medical image system		
60	Single use flexible ureterorenoscope compatible with the OTU medical image system		
61	200 micron laser fibre compatible with the Potent 80W laser machine		
62	365 micron laser fibre compatible with the Potent 80W laser machine		
63	550 micron laser fibre compatible with the Potent 80W laser machine		
64	Transvaginal mid urethral sling with mesh assembly and delivery device		
65	Foot operated (manual) irrigation system for ureteroscopy compatible with Karl Storz semi-rigid ureteroscopes		
66	Bipolar cutting loop 24/26 Fr (outer diameter at distal end of 0.4 mm) compatible with the Karl Storz resectoscope and working element		
67	Bipolar cutting loop 27/28 Fr (outer diameter at distal end of 0.35 mm) compatible with the Karl Storz resectoscope and working element		
68	Bipolar coagulation ball-end electrode 24/26 Fr compatible with the Karl Storz resectoscope and working element		
69	Bipolar high frequency cord for Karl Storz bipolar unit		
70	Suction tubing set for PCNL compatible with the Karl Storz Calcuson Ultrasonic device		
71	Endoscopic linear cutter reloads 2.5 mm, 6 rows compatible with Echelon 45 Endopath stapler		
72	Endoscopic linear cutter reloads 3.8 mm, 6 rows compatible with Echelon 45 Endopath stapler		
73	Flex 45 Endopath stapler		
74	Large jaw tissue sealer 20 cm shaft length		
75	Curved, nano-coated, large jaw open sealer/divider (36 mm – 18 cm) compatible with the Covidien Force Triad device		
76	Disposable stone interceptor/catcher		
77	70 cm, Fr 5, Needle for bladder injection		
78	6F single lumen open-ended ureteric access catheter		

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 interest¹ 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

¹ 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.



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 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 consortium² 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.

² 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.



- 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

SCHEDULE 6: PREFERENCE POINTS CLAIM FORM

SBD 6.1

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
Total points for Price and SPECIFIC GOALS	100

- 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

Supply and Delivery of Urology Consumables/Accessories to Frere, Livingstone, Nelson Mandela Academic Hospitals and Other Health Facilities in Eastern Cape: Rate Based Contract – 36 Months



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)	

TOTAL	100% (20)	
-------	-----------	--

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

	SIGNATURE	DATE
REVIEWED BY:	Dr. J. John	21/09/2023
APPROVED BY BSC COMMITTEE (CHAIRPERSON)	Dr. L. Van Der Merwe	21/09/2023

