



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-24/25-0269-HO	CLOSING DATE:	21 st NOVEMBER 2024	CLOSING TIME:	11H00
COMPULSORY BID BRIEFING	EAST LONDON HEALTH RESOURCE CENTRE, Cheltenham Road, next door to the side entrance of the Frere Tertiary Hospital, EAST LONDON	BRIEFING DATE:	31 st OCTOBER 2024	BRIEFING TIME	11H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ORTHOTIC AND PROSTHETIC 3D FOOT SCANNER AND MILLING MACHINE FOR DIGITAL MANUFACTURING OF FOOT ORTHOSSES FOR EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT					
DEPARTMENT OF HEALTH					
GROUND FLOOR, GLOBAL LIFE BUILDING					
BHISHO,5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Noluvuyo Ndabula		CONTACT PERSON	Ms Noluvuyo Ndabula	
TELEPHONE NUMBER	067 429 0896		TELEPHONE NUMBER	067 429 0896	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	noluvuyo.ndabula@echealth.gov.za		E-MAIL ADDRESS	noluvuyo.ndabula@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 OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

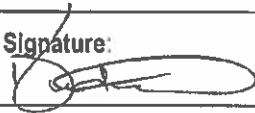
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

SCMU3-24/25-0269-HO: SUPPLY, DELIVERY, COMMISSIONING AND INSTALLATION OF AN ORTHOTIC AND PROSTHETIC 3D FOOT SCANNER AND MILLING MACHINE FOR DIGITAL MANUFACTURING OF FOOT ORTHOSES FOR EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.

Revision			
Drafted By	Date:	Name: Ms N. Ndabula	Signature: 
Reviewed By	Date:	Name: Mr P. Mtheleli	Signature: 
Reviewed By	Date:	Name: Ms N. Bikwe	Signature: 
Approved By: Specification Committee	Date:	Name: Mr S. Vika	Signature: 
Advert Approved By:	Date:	Name: Ms C. Mgijim	Signature:

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2 **DEFINITIONS**

2.1 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.

2.2 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 Eastern Cape Provincial Government,
Invitation to bid	means this invitation to bid comprising - o The cover page and the table of content and definitions - o Part 1 which details the Conditions of Bid. - o Part 2 which details the Special Conditions of Bid - o Part 3 Conditions of Contract and Operational Requirements. - o Part 4 which details the bid strategy - o Part 5 which details the Specifications relating to the Technology / Services - o Part 6 which contains bid forms and related documentation. As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 5 of this invitation to bid;

PART 1
CONDITIONS OF BID

1 BACKGROUND AND INTRODUCTORY PROVISION

1.1 BACKGROUND

The Eastern Cape Department of Health is considering engaging suitable qualified service providers who have capability to supply and deliver aforementioned items to the ECDOH for a -period of 3-years.

- 1.2 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 6) with its bid. Bidders must take careful note of the special conditions.

- 1.3 **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.**

- 1.4 In the event that any form or certificate provided in Part 6 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.

- 1.5 Respondents are required to submit costing on a Rates based per item.

- 1.6 Should a respondent not fully comply with any requirement a full explanation is required.

- 1.7 Should a respondent supply any equipment or peripheral equipment not listed in this specification it must be stipulated and costed as per table "Additional Unspecified Equipment"

- 1.8 Should a service provider not meet any of the listed Mandatory Requirements the submission will be disqualified

2 CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 2.1 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.

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

- 2.3 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.

3 ENQUIRIES

- 3.1 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. Bidders are encouraged to submit their enquiries by email to the address provided above.

- 3.2 All bids must be submitted in a sealed envelope bearing the bidders name, bid number, bid description and closing date.
- 3.3 All bids must be received on or before the closing time and date stipulated below and must be posted to or deposited in the bid box at the address detailed below & on the cover page of this invitation to bid. Bids must be delivered to the address below on or before **11.00 hours on the 21st November 2024**.

Address: Supply Chain Management
Department of Health
Ground Floor, Global Life
Bisho, 5605.

4 BID INFORMATION MEETING: COMPULSORY BRIEFING SESSION

A Compulsory Bid Briefing Session will be held at **East London Health Resource Centre, Cheltenham Road, next door to the side entrance of the Frere Tertiary Hospital East London, on the 31st October 2024 at 11:00 Hours**. Bidders will be required to Sign the attendance register at the Briefing Session. Bidders who failed to attend and did not sign the attendance register as proof of attendance will be disqualified. Each prospective bidder must send at least 1 (One) Representative to the compulsory briefing session.

5. ECDOH will receive questions sent by Bidders by email to be directed to this email address: **noluvuyo.ndabula@echealth.gov.za** ECDOH will in return respond within 7 working days to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses. The department will respond up to 5 days before closing date.

6. PREFERENCE POINTS CLAIM FORMS

- 6.1. Part 6 – Schedule I 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.

7. PRICING

- 7.1. The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 6 – Schedule B which completed form/s must be submitted together with the bid documents.
- 7.2. Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX and all applicable taxes.
- 7.3. 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 form Part 6 – Schedule B.

8. PARTNERSHIPS AND LEGAL ENTITIES

- 8.1. In the case of the bidder being a partnership, close corporation or a company, all certificates 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 6 – Schedule H

9. CONSORTIA/JOINT VENTURE

- 9.1. It is recognized that bidders may wish to form consortia to provide the Services.
- 9.2. A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
 - 9.2.1. It shall be signed so as to be legally binding on all consortium members
 - 9.2.2. 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;
 - 9.2.3. The lead member shall be the only authorized party to make legal statements, communicate with the ECDOH and receive instructions for and on behalf of any and all the members of the consortium;
 - 9.2.4. A copy of the agreement entered into by the consortium members shall be submitted with the bid.

10. ORGANISATIONAL PRINCIPLES

- 10.1. 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 6 – Schedule F.

11. DECLARATION OF INTEREST

- 11.1. The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 6 – Schedule E.

12. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT-

- 12.1. 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 6 – Schedule G which completed form, must be submitted together with the bid.

13. FINANCIAL PARTICULARS

- 13.1. 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 6- Schedule H.

14. VALIDITY

- 14.1. Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

15. ACCEPTANCE OF BIDS

- 15.1. 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 ECDOH, of certain requirements which the ECDOH, considers to be of minor importance and not complied with by the bidder.

16. NO RIGHTS OR CLAIMS

- 16.1. 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 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.
- 16.2. Neither 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 howsoever incurred by bidders in connection with or arising out of the bid process.

17. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 17.1. 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.
- 17.2. 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.

18. ACCURACY OF INFORMATION

- 18.1. The information contained in the invitation to bid has been prepared in good faith. Neither 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.
- 18.2. 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.

19. COMPETITION

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.

- 19.4. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

20. RESERVATION OF RIGHTS

- 20.1. Without limitation to any other rights of the or the ECDOH (whether otherwise reserved in this invitation to bid or under law), the ECDOH expressly reserves the right to:-
- 20.1.1. 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;
- 20.1.2. Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 20.1.3. Reject all responses submitted by bidders and to embark on a new bid process.
- 20.2. ECDOH reserves the right to retain the bidder's bid for audit purposes. ECDOH will return the bidder's bid only upon written request being made to ECDOH and on condition that ECDOH will be allowed to make the necessary photocopies of the bidder's bid for the record purposes, at ECDOH's cost.
- 20.3. All costs incurred during the preparation and compilation of a Bidder's bid, as well as the delivery of a Bidder's bid documents to ECDOH will be borne exclusively by the Bidder.
- 20.4. All bid and supporting documentation must be submitted in **English**.

21. BID COMPLIANCE

- 21.1. Submission of Requested Documents.
- 21.1.1. The Bidder's response must contain all documents requested and the failure to submit requested documents may result in disqualification. If the Bidder fails to submit either or both of **SBD 6.1 and supporting documents for specific goals** the Bidder's response will score zero for the specific goals criterion in the 80/20 or 90/10 evaluation.
- 21.2. Disqualification of non-compliant bid, ECDOH may reject a bid which:
- 21.2.1. Is conditional on ECDOH's acceptance of substantial deviations from the Proposed Contracts in this bid;
- 21.2.2. Substantially deviates from the Proposed Contracts included in this bid;
- 21.2.3. Fails to commit to the key deliverables required by this bid;
- 21.2.4. Does not contain the correct number of copies, or if copies are submitted in an incorrect format; or is non-compliant in any respect.
- 21.2.5. ECDOH may in its sole discretion decide to condone non-compliance by a bidder with any of the administrative requirements set out in this bid. In such an event ECDOH may allow the bidder an opportunity to remedy the defect within 7 (seven) days, or such shorter period as ECDOH may determine, after the Bidder has been notified by ECDOH of such defect.

PART 2

SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION

- Bidder/s must ensure that they are fully aware of the Conditions contained in this bid document as they shall become the Conditions of Contract once the bid is awarded
-
- Eastern Cape Department of Health will award the contract to one preferred bidder for the equipment.

(Only bidder that fully meet the specifications shall be accepted).

21.3. PRODUCT COMPLIANCE

Prior to award the products will be evaluated for:

- Compliance with specifications as set out in the bid response document.
- Usability of products by end users.

21.4. AWARD STRATEGY

21.4.1 The EC Department of Health reserves the right not to award a line item.

21.4.2. The EC Department of Health reserves the right to negotiate prices.

21.4.3. In cases where the tender does not achieve the most economically advantageous price, the Department of Health may not award that item.

21.4.4. The department will award the bid to one bidder.

21.5. PRICE QUALIFICATION

21.5.1. Prices submitted for this bid will be regarded as firm and subject only to review in terms of paragraph 21.6

21.5.2. Bidders must quote a final delivered price inclusive of Value Added Tax (VAT).

21.5.3. Price must be specific for the units advertised per item specification.

21.5.4. The Department of Health envisages two types of price review processes for the duration of this contract:

- **An adjustment to mitigate foreign exchange fluctuations in excess of those catered for by usual business practices;**
- **A systematic review of prices for comparable products available in the international marketplace.**

The Department of Health reserves the right to engage with bidders to verify the imported component of the bid price, which may include audit of invoices and related documentation.

21.6. PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RATE

21.6.1 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** to price imported content offered in this bid.

21.6.2. 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	

21.6.3. 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:

21.6.4. 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 quote**.

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

21.6.5. 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).

21.6.6. 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.

21.6.7. 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

21.6.8. 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.

21.7. MANUFACTURING INFORMATION

Bidders must disclose the manufacturing site(s).

21.8. ORDERS, DELIVERY AND CONTINUITY OF SUPPLY

ORDERS

- 21.8.1. The quantities reflected in the advertised bid response document are estimated volumes and are not guaranteed.
- 21.8.2. Fluctuations in monthly demand may occur.
- 21.8.3. Proposed minimum order quantities should facilitate delivery directly to facilities. The Department reserves the right to negotiate minimum order quantities where they are deemed unfavourable. Where consensus regarding minimum order quantities cannot be reached the bid may not be awarded.
- 21.8.4. Only orders made on an official, authorised purchase order are valid.
- 21.8.5. Changes to any quantities ordered may only be made upon receipt of an amended purchase order.
- 21.8.6. The Participating Authorities reserve the right to cancel orders where the lead time exceeds the delivery lead time specified in the contract.
- 21.8.7. In cases where an order is received which appears to be irrational or misaligned with estimates, the contracted supplier must liaise with the relevant Participating Authority prior to processing the order.

21.9. DELIVERIES

- 21.9.1. The initial lead time as proposed in the bid response document will be calculated from the date of placement of the first purchase order.
 - 21.9.1.1. This period may not exceed 30 calendar days from the date of issuing an order.
 - 21.9.1.2. Lead-time within the contract period is defined as the time from submission of order to supplier to time of receipt by the department as confirmed by the Proof of Delivery document. This lead-time may not exceed 30 calendar days.
 - 21.9.1.3. Failure to comply with the contractual lead-time will result in penalties being enforced as per section 21 and 22 of the General Conditions of Contract.
 - 21.9.1.4. Products and related documentation must be delivered in accordance with the terms, conditions and delivery instructions stipulated on the purchase order.
 - 21.9.1.5. The information on invoices and documents relating to delivery must comply with the minimum data requirements as defined by the Eastern Cape Department of Health.
 - 21.9.1.6. These requirements will be communicated upon signing of the contract.
 - 21.9.1.7. Original invoices and proof of delivery must be authorised by a delegated official at the designated delivery point. These documents should be delivered to the authority responsible for payment.

- 21.9.1.8. The supplier must ensure that products are delivered in accordance with the appropriate conditions of storage. Delivery is deemed to terminate upon signature of receipt by the delegated official as contemplated in paragraph 21.9.1.11.
- 21.9.1.9. Discrepancies between invoice and physical stock, or damaged stock, will be reported to the contracted supplier within five working days of receipt of delivery.
- 21.9.1.10. Contracted suppliers will be responsible for collection of goods delivered erroneously, or in the incorrect condition, within five working days of receipt of a discrepancy report from facility.
- 21.9.1.11. The supplier must inform delivery sites by phone at least 24 hours in advance as to when they should expect a delivery. Deliveries must be made within reasonable working hours, before 15:00 on weekdays. Delivery staff must ensure all cartons are stacked neatly, with all labels right side up, in the respective storage areas. It will be the supplier's responsibility to ensure that adequate labour for offloading stock is provided. Delivery site staff is not obliged to assist with the materials offloading.

CONTINUITY OF SUPPLY

21.9.2.1. Contracted suppliers must:

- maintain sufficient stock to meet demand throughout the duration of the contract;
- inform the Eastern Cape Department of Health at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:
 1. industrial action,
 2. manufacturing pipeline
 3. any other supply challenges.
- official communication relating to continuity of supply must be directed to relevant Facility Manager as well as Participating Authorities;
- this official communication must include detail of corrective actions taken by contracted supplier to ensure continuity of supply.

21.9.2.2. In terms of the General Conditions of Contract and Special Requirements and conditions of Contract, the Department of Health reserves the right to purchase outside of the contract in order to meet its requirements if:

- the contracted supplier fails to perform in terms of the contract;
- the item(s) are urgently required and not immediately available;
- in the case of an emergency.

21.10. QUALITY

- 21.10.1. Products must conform to the quality requirements as stipulated in the specifications.

MONITORING

- 21.10.2. The management of the contract is the responsibility of the Eastern Cape Department of Health. All correspondence in this regard must be directed to the Director: SCM- Contracts Management.
- 21.10.3. Contracted suppliers must advise the Eastern Cape Department of Health, at first knowledge of any unforeseeable circumstances that may adversely affect supply against the contract. Full particulars of such circumstances must be provided by the supplier.
- 21.10.4. The Eastern Cape Department of Health will monitor the performance of contracted suppliers and maintain a scorecard for compliance to the terms of this contract as follows:
- Compliance to delivery lead times;
 - Percentage of orders supplied in full first time;
 - Compliance with reporting requirements according to reporting schedule.
 - Attendance of compulsory quarterly meetings: The Eastern Cape Department of Health will hold quarterly meetings with suppliers to review the next quarter's demand, as well as supplier performance.
- 21.10.5. The Eastern Cape Department of Health will impose penalties, where deemed necessary, as per Section 21 and 22 of the General Conditions of Contract.
- 21.10.6. Non-performance of contracted suppliers in terms of this contract may influence participation in future Department of Health contracts.
- 21.10.7. Any change in the status in supply performance during the contract period must be reported within seven (7) days of receipt of such information to:
- Directorate: SCM - Contracts Managements

21.11. REPORTING

- 21.11.1. Eastern Cape Department of Health will provide successful bidders with the compulsory templates and schedule for reporting.

21.12. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

- 21.12.1. Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Health in writing 30 days prior to such event of relevant details.
- 21.12.2. The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of the contract or to cancel the contract.

21.12.3. A contracted supplier must inform the Eastern Cape Department of Health within 14 days of any changes of address, name, contact or banking details.

21.12.4. SITE VISIT

21.12.4.1 Only shortlisted Bidders will be visited by the committee for assessment of equipment. If a bidder is a distributor, it should make arrangement for site visit where it had previously installed the same equipment.

21.13. ABBREVIATIONS

The abbreviations used in this document signify the following:

BSC	Bid Specification Committee
BEC	Bid Evaluation Committee
BAC	Bid Adjudication Committee
ECDoH	Eastern Cape Department of Health
RoE	Rate of Exchange
Vat	Value Added Tax
CPI	Consumer Price Index
CSD	Central Supplier Database
SARS	South African Revenue Services
DTI	Department of Trade and Industry
OEM	Original Equipment Manufacturer
CNC	Computer Numerical Control

22. EVALUATION CRITERIA

The bid will be evaluated as follows:

Stage 1: Administrative Compliance

Stage2: Pre-Qualification

Stage 3: Mandatory Compliance/ Non-Negotiable Requirements

Stage 4. Functionality

Stage 5: Price and Specific goals points

23.1. STAGE 1: ADMINISTRATIVE COMPLIANCE

23.1.1. 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 response complies with the provisions of this bid.

23.1.2. Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:

- reject the bid in question and not to evaluate it at all;
- give the bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its bid to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the bidder's bid;
- 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.

23.2. STAGE2: PRE-QUALIFICATION

The following Pre-qualification criteria shall apply

23.2.1. The purpose of this pre-qualification is to determine which bid responses are compliant and non-compliant with the bid specifications issued by the ECDOH as part of the bid process.

23.2.2. The bid documents must be completed comprehensively and correctly;

23.2.3. All SBD forms must be completed and signed;

23.2.4. Bidder must be registered on the CSD;

23.2.5. No bids will be considered from persons in the service of state, companies with directors who are persons in the service of the state, or close corporation with member's persons in the service of the state.

Bidders must submit the following documents;

#	<i>Requirement</i>	Complied	
		YES	NO
A	Pricing Schedule (SBD 3.2) Completed and Signed		
B	Declaration of Interest (SBD 4) Completed and Signed		
C	Preferential Points Claim (SBD 6.1) Completed and Signed		
D	Original hardcopy of the submission		
E	JV or Consortium Agreement where applicable		
F	The bidder must submit proof of financial capacity, recent audited financial statements or Letter of Funds guarantee from credible financial institution.		

Consortia / Joint Venture Agreement (where applicable)

Bidders bidding as a Consortia / Joint Ventures with a Sub-contractor must submit a "Letter of Intent" and or "Joint Venture agreement" signed by all JV partners with the bid. The JV partners must complete and sign the Joint Venture Disclosure Form

Declaration of Interests (SBD 4)

Bidders must complete in full and duly sign returnable forms for declaration of interest and submit with the bid.

Pricing Schedules

Bidders must complete in full, initial and duly sign the returnable pricing schedules (SBD 3.2) using "ink", and submit together with the bid. Failure to complete all fields in the pricing schedules may lead to bid disqualification.

Central Supplier Database Registration

Bidders must be registered with the National Treasury central supplier database and provide proof.

23.3. STAGE 3: MANDATORY REQUIREMENTS/ NON-NEGOTIABLE REQUIREMENTS

23.3.1. Invitation to bid (SBD1) must be completed and signed **(Mandatory)**.

23.3.2. Bidders must have attended the compulsory Bid Briefing & Information Meeting **(Mandatory)**.

23.3.3. Bidder must be an OEM or and OEM accredited supplier in Eastern Cape or South Africa (attach proof in the letterhead of a manufacturer) **(Mandatory)**.

NB: Failure to comply with the above mandatory requirements will invalidate your bid.

23.4. STAGE 4: FUNCTIONALITY EVALUATION

23.4.1. The functionality evaluation will be conducted in terms of the evaluative dimensions set-out hereunder; where bidders must score a minimum threshold of sixty-five (65) out of seventy five (75) points to qualify for stage 4 (Price and Specific Goals) evaluation. Bidders who fail to meet the minimum threshold will be disqualified.

☐ **Technical Specifications (TS)**

The composition of the technical specifications includes the equipment specification and the related equipment pricing schedule. All equipment being tendered for must comply with specification requirements, failure to comply with any of the conditions set out in returnable Equipment Specifications will result in bid disqualification.

Please note that where the specification calls for "certification", this certification must accompany the bid, failure to provide such certification will result in immediate disqualification.

☐ **Training and support (T&S)**

The bidder must propose an application specialist for the equipment technology offered available to provide training and support. Qualification certificate/s must be attached and submitted with the bid as proof. Personnel experience records or resumes and certification must be submitted together with minimum (3) contactable references.

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

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

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

- a) $FS = TS + T\&S + AS$, where:
- b) FS: represents the total functionality score
- c) TS: represents the points scored for compliance to specification
- d) T&S: represents the points scored for training and support
- e) AS: represents accessible service support and manufacturer spare-parts

23.4.2.A minimum score of sixty-five (65) out of the possible seventy-five (75) is required in order to qualify functionality into stage 4. A tenderer not achieving this threshold will be disqualified.

A. FUNCTIONALITY EVALUATION CRITERIA

2. The functionality evaluation will be conducted in terms of the evaluative dimensions set out hereunder where bidders must score a minimum threshold of sixty-five (65) out of seventy-five points to qualify for stage 4 (Price and specific goals) evaluation. Bidders who fail to meet the minimum threshold will be disqualified.

☐ **Technical Specifications (TS)**

The composition of the technical specifications includes the equipment specification and the related equipment pricing schedule. All equipment being tendered for must comply with specification requirements, failure to comply with any of the conditions set out in returnable Equipment Specifications and Pricing Schedule will result in bid disqualification.

Please note that where the specification calls for "certification", this certification must accompany the bid, failure to provide such certification will result in immediate disqualification.

☐ **Training and support (T&S)**

The bidder must propose an application specialist for the equipment technology offered available to provide training and support. The returnable personnel strength assessment form must be completed, duly signed and submitted with the bid. Qualification certificate/s must be attached and submitted with the bid as proof. Personnel experience records or resumes and on the job proof of certification must be submitted together with minimum (3) contactable references.

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

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

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

Criteria	Scoring Matrix and Points	Maximum Score	Evidence or Proof
Technology Specifications (TS)	Compliance to total equipment specifications 100% compliance = 55 ✓ Greater than 95% up-to 99% compliance = 50 ✓ Greater than 90% up-to 95% compliance = 40	55	Responsiveness to items of specification, and can be referenced to OEM Brochures.

	✓ Greater than 80% up-to 90% compliance = 30 ✓ Less than 80% compliance = 0		
Training and support (T&S)	✓ Experience & Qualification of the technician to conduct training on the usage of the machine ✓ Experience & Qualification of the technician in the installation of the machine.	5	Attach and submit CV and qualifications / confirmation letter from the manufacturer (copies of Valid Certificate/s) to provide training on the equipment. Attach and submit CV and qualifications / confirmation letter from the manufacturer (copies of Valid Certificate/s) experience to install & operate the equipment.
	Experience to supply the equipment & technology offered ✓ 5 references = 5 ✓ 4 references = 4 ✓ 2 references = 3 ✓ 1 reference = 1 ✓ No reference = 0	5	Attach reference letter for similar work done reflecting.
Accessibility and Service Support (AS)	Service support location and access to spare parts: ✓ Representation with direct access to Manufacturer spare parts within EC = 10 ✓ EC Representation without direct access to Manufacturer spare parts = 5	10	Attach and submit proof of Address for local representation in the form of a Municipal Account/Telkom/Eskom/Lease agreement. And Attach and submit a Letter from the Manufacturer confirming direct availability of spare parts in the region by the Bidder.
Maximum possible functionality score (FS):		75	

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

f) $FS = TS + T\&S + AS$, where:

g) FS: represents the total functionality score

h). TS: represents the points scored for compliance to specification

i). T&S: represents the points scored for training and support

j). AS: represents accessible service support and manufacturer spare-parts

5. A minimum score of sixty-five (65) out of the possible seventy-five (75) is required in order to qualify on functionality into stage 4. A tenderer not achieving this threshold will be disqualified. Bidders should submit ALL relevant documents as indicated on the "Evidence/Proof" column on the functionality table above. Failure to submit any required documents for each criteria will result in a score of zero (0).

23.4.3. IN-LOCO / SITE VISIT

- 23.4.3.1. In-loco inspection will be conducted to short-listed bidders to verify information provided with the bid.
- 23.4.3.2. Physical assessment of equipment/machines and software/hardware. If a bidder is a distributor, ECDOH reserves the right to request the shortlisted bidder/s to arrange visit where it had previously installed the same equipment.
- 23.4.3.3. These will be used for Product quality check against actual delivery.

23.5. STAGE 5: PRICE AND SPECIFIC GOALS EVALUATION

The bid will be evaluated in terms of Regulation 4(1) of the Preferential Procurement Regulation 80/20 Preference Point system will be applied where the lowest bidder will be allocated 80 Points for price. A maximum of 20 points will be awarded for specific goals.

The following formula will be used to calculate points out of 80 for price.

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

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.

The following table must be used to calculate the score out of 20 points for Specific Goals

Specific Goals of Contribution	Weighting (of 20 POINTS)	Number of points (80/20 system)
Historically Disadvantage Individuals	20%	4
Women	20%	4
Youth	20%	4
Disability	20%	4
Military Veterans	5%	1
Locality within the Eastern Cape	10%	2
Locality within the country (SA)	5%	1
TOTAL	100%	20

a). A tenderer must submit proof of its Specific Goals.

- a) A tenderer failing to submit proof of specific Goals may not be disqualified, but may only score points out of 80 price, and scores 0 points out of 20 for Specific Goals.
- b) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
 - Valid CIPRO Certificate reflecting percentage ownership/controlling interest inclusive of ID numbers for each Director
 - Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature)
 - Municipal accounts or lease agreement as proof of address or a ward councillors' letter
 - Letter from Department of Military Veterans confirming status

The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

24. PROCESS FOLLOWING EVALUATION

- 24.1. Following ECDOH's evaluation of the bid, ECDOH has the right to, inter alia, in its sole discretion:
- 24.2. Undertake a bidder clarification and/or Best and Final Offer (BAFO) process with regards to certain components of the bid and/or the bid as a whole;
 - 24.2.1. Award 1 (one) bidder;
- 24.3. Conduct a due diligence on any bidder, which may include interviewing customer references or performing other activities to verify a bidder's submitted or other information and capabilities (including visiting the bidder's various premises and production sites to verify certain stated facts or assumptions) and in which regard the bidder will be obliged to provide ECDOH with all such access, assistance and/or information as ECDOH may reasonably request. The bidder must respond within the timeframes set by ECDOH, failing which ECDOH reserves the right to withdraw a bidder's status as a preferred or reserve bidder; and/or take any other action it deems appropriate.
- 24.4. ECDOH reserves the right to revise the points accorded to a bidder in respect of all or any of the criteria at any time in the event of further information being obtained by ECDOH which in ECDOH's reasonable opinion justifies such revision.
- 24.5. Upon completion of its evaluations, ECDOH may select one or more preferred bidders for any one or more options.
- 24.6. ECDOH will be under no obligation to select the bidder with the highest number of points.
- 24.7. Upon an award, a successful bidder will be required to enter into and sign the relevant Proposed Contract(s) with ECDOH. In this regard, ECDOH will enter into negotiations with the bidder with a view of concluding a Proposed Contract(s). ECDOH will be entitled to cease negotiating with a bidder and to negotiate with another Bidder if ECDOH, in its sole discretion, is of the opinion that:
 - 25.1. the bidder has made misrepresentations in its bid;
 - 25.2. the bidder is attempting to withdraw from positions or commitments made in its bid;
 - 25.3. the bidder is not negotiating in good faith; or
 - 25.4. a contract may not be expeditiously concluded with the bidder for any other reason.
- 25.5. by submitting a bid, the bidder will not have any claim whatsoever against ECDOH in the event that:
 - 25.5.1 such bid is disqualified due to non-compliance by the bidder with any of ECDOH's requirements; or
 - 25.5.2. such bidder disagrees with the results of the bid evaluations performed by ECDOH; or
 - 25.5.3 a contract is awarded by ECDOH to a bidder on terms and conditions that were negotiated after the award of the bid and that differ from those set out in this bid and/or the Proposed Contract(s) submitted by the bidder as part of its bid attached to this bid, provided that such deviation is required in order to align the Proposed Contract(s) with the accepted bid.
- 25.6. ECDOH will inform unsuccessful bidders in writing of the outcome of the bid process.

PART 3
CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

1) CONTRACT

The contract for the provision of the required Services 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

2) FEES AND CHARGES

- a. In consideration of the Services the contractor shall be paid the fees stipulated in the completed Bid Price Schedule attached as Part C – Schedule 5, which fees shall be paid in accordance with the payment provisions contained in paragraph 16 of the General Conditions of Contract (GCC).
- b. The stipulated bid prices shall be fixed (firm) for the first year. Year 2 and year 3 will be negotiated based on the CPI.
- c. 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.
- d. 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, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3) SERVICE MANAGER

The contractor shall provide the Services in accordance with the service specifications and service levels detailed in the Specifications and any service level agreement implemented.

4) RELATIONSHIP MANAGER

The contractor shall appoint a relationship manager who shall be responsible for liaising and meeting with the ECDOH.

5) GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- a) Save as provided for otherwise in the Specifications, the contractor shall at its cost maintain, replace, replenish all commodities, materials and equipment used in the provision of the Services as required to enable contractor to comply with its obligations stipulated in the contract, as required to ensure that such commodities, materials and equipment can be used in a safe and cost effective manner and as required in accordance with good industry practices.
- b) ***the ECDOH's operational requirements.*** The contractor shall, in the provision of the Services, have due regard to the operational requirements of the Department of Health.
- c) ***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.

- d) **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.
- e) **Compliance with procedures.**
- 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.
- f) **Contractor's procedures.** The contractor shall, upon receipt of written request from the ECDOH:-
- Provide the ECDOH with copies of all contractor's operating procedures and processes relating to the Services;
 - **Service Reports.** The contractor shall, upon written request provide the ECDOH with such reports relating to the Services as may be stipulated in the Specifications, or as may be reasonably required by the ECDOH to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.
 - **Obligations relating to contractor's personnel.** The contractor shall:-
 - i. Employ suitably qualified and trained personnel to provide the Services;
 - ii. Provide the ECDOH upon request with full details regarding contractor's personnel who will be involved in the provision of the Services, including the capacity in which such personnel will be employed, references and employment history of such personnel;
 - iii. Satisfy itself as to the references and integrity of each member of its personnel who are employed in the provision of the Services;
 - iv. Without detracting from its obligations under the contract, remove any member of its personnel from the provision of the Services upon receipt of written request from the ECDOH, and replace such member with a suitable replacement.

6) OCCUPATIONAL HEALTH AND SAFETY

- a. 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;
- b. The contractor: -
- c. Acknowledges that it is fully aware of the terms and conditions of the Act;
- d. Acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act;
- e. Agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance with the provisions of the Act,

- f. Accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;
- g. Shall appoint a duly authorised representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.
- h. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

7) 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 and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

8) PERFORMANCE MEASUREMENT PROVISIONS

Introduction

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 30 above.

The provisions of this clause document the manner in which contractor's performance will be measured throughout the term of the contract.

Compliance

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

- a. with reference to reports provided by contractor;
- b. with reference to reports or complaints received from third parties;
- c. By means of service reviews, inspections or any audit carried out by or on behalf of the ECDOH.

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.

Measurement of performance

- i. Self-measurement. Contractor shall measure its own performance against the stipulated responsibilities and service standards and shall provide the ECDOH with a monthly extract report detailing its performance in a format agreed between the parties from time to time.
- ii. Periodic checks. The ECDOH and/or its management or any party contracted shall carry out periodic checks (the intervals to be determined by the 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 and also to measure the actual success of the programme.
- iii. Service complaints
 - All service complaints, deviations, mm non-conforming services and suggestions that are reported to contractor by the ECDOH, or any other party shall be given proper and speedy consideration by contractor.
 - Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDOH.
- iv. User satisfaction survey
 - A user satisfaction survey shall be conducted by the 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.
- V. Performance Review Meetings
 1. Performance review meetings shall be held monthly (or such other frequency as the parties may agree to in writing from time to time) and shall be attended at least by Contractor's manager.
 2. Agenda items for these meetings shall include a minimum of the following:
 - a) Discussion of the various reports generated by the parties;
 - b) Management of services;
 - c) Review findings of periodic service checks;
 - d) Review findings of Service User satisfaction assessments;
 - e) Financial review, including service cost and/or invoices;

Results of checks, audits and surveys The 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 the ECDOH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

9) BREACH AND TERMINATION

Bidders are referred to Paragraph 45 of GCC relating to failure to comply with conditions of this contract and delayed execution.

10) 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.

11) TRANSFER MANAGEMENT

Upon termination of the contract for whatever reason contractor shall assist the ECDOH to transfer the services to the ECDOH, or to another service provider designated by the ECDOH. Without detracting from the generality of this obligation, contractor shall, to the extent required by the ECDOH, provide the ECDOH or the third party service provider with all information and documentation required to enable the ECDOH or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

12) SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDOH (or any other authorised 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 4

BID STRATEGY

The Department seeks to engage in a tender process for supply, delivery, installation and commissioning of 3D Foot scanner and milling machine for digital manufacturing of foot orthoses to the Department of Health for a 3 Year period as and when required.

Bidders must Bid for all items in the Specification.

Call for Bids.

- The Purchaser will contract one preferred bidder for all the different equipment type or items
- CAD CAM Equipment will be directly delivered to Eastern Cape Department of Health Orthotic and Prosthetic Centres in East London, Mthatha and Port Elizabeth as and when required.
- All machines and equipment must be supplied including all manuals. Training to all 3 centres must be provided with installation.
- Maintenance and support must be offered at no charge for the first year.

PART 5**SPECIFICATIONS**

ITEM	REQUEST TO TENDER: 3D FOOT SCANNER & MILLING 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 – 3D foot Scanner and Milling machine			Y/N	
1.1	Equipment used to take foot impression and manufacture custom made foot orthoses.			Y/N	
1.2	Supplier must provide maintenance and support at no charge for the first year.			Y/N	
1.3	The ISO 9000 or ISO 13485 certificate of manufacturer shall be attached.			Y/N	
1.4	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			Y/N	
1.5	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. Upgrade costs during this period shall be carried by the contractor and or manufacturer.			Y/N	
1.6	Minimum of 1-year warranty should be included in the basic price. Attach manufacturer/bidder's proof in writing.			Y/N	
1.7	The unit must be supplied with all standard accessories for the unit to be fully functional.			Y/N	

2	TECHNICAL SPECIFICATION	State Your Offer	Technical Reference/ Index Page Number	Weights: High Priority Items-10; Medium Priority-4; Normal Priority-2	Compliance (YES/NO)
2.1	3 Axis Computer Numeral Control (CNC) Milling Machine with Vacuum Bed to make custom foot orthotics.				
2.1.1	Single Phase: 220V Proximity sensor protected and robust engines Connection: Ethernet With automatic control for the vacuum bed and MUST INCLUDE Vacuum cleaner to remove waste material. MUST INCLUDE CNC Software to control the CNC Machine via Ethernet			4	
2.1.2	Dimensions: 910 x 820 x 1040mm with a Working area of 400 x 300 x 80 mm			4	
2.2	Desktop for Milling Machine				
	i7 Dual Core, 500GB SSD, 16GB RAM, Dedicated Graphics Card, MUST HAVE available Ethernet to connect to the CNC Machine. Minimum 15" Screen			10	
2.3	Aluminum Table to stand the milling machine on				
2.3.1	Compatible with the above milling machine. MUST HAVE ROBUST CASTORS FOR EASY MOVEMENT			4	
2.3.2	Dimensions: 932 x 830 x 709mm - 10kg			4	
2.4	CADCAM Orthotic Design Software (To create ISO files for the CNC Milling Machine)				
2.4.1	CAD-CAM integrated converter and print spooler for large work surfaces.			10	

2.5	CADCAM for orthotic design Software for the 5 Biomechanical plate setups	State Your Offer	Technical Reference/ Index Page Number	Weights: High Priority Items-10; Medium Priority-4; Normal Priority-2	Compliance (YES/NO)
2.5.1	3D modelling interface that is simple and intuitive - Optimization of the production process of orthotics - Ease of configuration and adaptability to your needs - Rendering the results in real-time - Design objects in standard or freehand - Automatic correction as needed - Independent management of its models, materials and coatings - Development of templates automatically numbered and custom models			10	
2.6	Biomechanical Walkways which must include Passive plates.				
2.6.1	Minimum Length 1.2m Resistive sensors, 24 K gold coated, conductive rubber. Configurations: 120cm of longer x 50cm Wide USB 2.0 interface or better. Sampling frequency up to 400Hz in real Time or better Maximum thickness 8mm Atrix Scan, 10 Bit Auto Calibration - Must include Analysis software to do Static, Dynamic and Postural studies			10	
2.6.2	Dimensions: 1240 x 740 mm;			4	
2.6.3	Thickness: 8 mm; Weight			4	
2.7	Desktop for Biomechanical Walkways				
2.7.1	i7 Quad Core, 1TB SSD, 16GB RAM, Dedicated Graphics Card. Minimum of 4 USB ports. Minimum 21" Screen			10	

		State Your Offer	Technical Reference/ Index Page Number	Weights: High Priority Items- 10; Medium Priority- 4; Normal Priority-2	Compliance (YES/NO)
2.8	Biomechanical analysis Software for use on Walkway Biomechanical Plates with advanced Videographic capabilities			10	
2.9	Camera setups				
2.9.1	MUST BE INTEGRATED INTO BIOMECHANICAL SOFTWARE			10	
2.10	Portable Biomechanical Plates which must include Passive plates				
2.10.1	Maximum Length - 600mm Resistive sensors, 24 K gold coated, conductive rubber. Configurations: 160cm of longer x 50cm Wide USB 2.0 interface or better. Sampling frequency up to 400Hz in real Time or better Maximum thickness 8mm Atrix Scan, 10 Bit Auto Calibration			10	
2.10.2	Dimensions: 740 x 640 mm;			4	
2.10.3	Thickness: 8 mm			4	
2.11	Laptop for Portable Biomechanical Plates				
2.11.1	i5 Dual Core, 500GB SSD, 8GB RAM, Minimum of 2 USB ports. Minimum 14" Screen			10	
2.12	Biomechanical analysis Software for use on Portable biomechanical Plates				
2.12.1	Biomechanical Analysis software for Static, Dynamic and Postural assessments			10	
2.13	Carry Bags or Portable biomechanical plates				
	Dimensions: 800 x 700 x 50 mm, 1kg			4	

2.14	Integrated 3D Scanner	State Your Offer	Technical Reference/ Index Page Number	Weights: High Priority Items-10; Medium Priority-4; Normal Priority-2	Compliance (YES/NO)
2.14.1	Must be able to scan the following: Foot plantar Non/Semi/Full-Weight, Foam impression and plaster cast. Fast scanning: 2.9 sec scan 3D. 5.8 sec includes color. Normal office lighting, no dark room required. Clean 3D mesh, +/- 1.0mm accuracy. 3D (STL/WRL), 2D color (plantar and heel). Foot metrics, shoe size, arch type, heel type. Foot report and annotation with diagnosis. Heel laser and camera for heel analysis. MUST BE INTEGRATED INTO BIOMECHANICAL SOFTWARE			10	
2.15.1	A 5-year preventative maintenance and service (Year 2 to Year 6) should be quoted for, as per the SCC document.			4	
2.15.2	A 5-year comprehensive extended warranty (Year 2 to Year 6) must be quoted for, as per the SCC document.			10	
2.15.3	All Computers and Laptops must come with Windows 11Pro				

Part 5 – 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.

TABLE OF CLAUSES

1. Definitions
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10. Delivery and documents
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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.

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 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 specifications.

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 specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the 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.

- 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.
- 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

- 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 specifications 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 specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the 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 contract 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 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 Eastern Cape 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 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 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 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.

Part 6 - Schedule B

Pricing Schedule

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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: **SCMU3-24/25-0269-HO**

Bid Description: SUPPLY, DELIVERY AND INSTALLATION OF AN ORTHOTIC AND PROSTHETIC 3D FOOT SCANNER AND MILLING MACHINE FOR DIGITAL MANUFACTURING OF FOOT ORTHOSES FOR EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED.

Closing Time 11:00 on.....

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

Spec Ref No	Component	Qty.	Part No.	Year 1 Price Excl VAT	Year 2 Price Excl VAT	Year 3 Price Excl VAT
2.1	3 Axis CNC Milling Machine with Vacuum Bed to make custom foot orthotics.	1				
2.2	Desktop for Milling Machine	1				
2.3	Aluminum Table to stand the milling machine on	1				
2.4	CADCAM Orthotic Design Software (To create ISO files for the CNC Milling Machine)	1				
2.5	CADCAM for orthotic design Software for the Biomechanical plate setups	1				
2.6	Biomechanical Walkways which must including Passive plates.	1				
2.7	Desktop for Biomechanical Walkways	1				
2.8	Biomechanical analysis Software for use on Walkway biomechanical Plates with advanced Videographic capabilities	1				
2.9	Camera setups	1				
2.10	Portable Biomechanical Plates which must include Passive plates	1				
2.11	Laptop for Portable Biomechanical Plates	1				
2.12	Biomechanical analysis Software for use on Portable biomechanical Plates	1				
2.13	Carry Bags	1				
2.14	Integrated 3D Scanner	1				
2.15.1	A 5-year maintenance and service (Year 2 to Year 6) should be quoted for, as per the SCC document.					

Spec Ref No	Component	Qty.	Part No.	Year 1 Price Excl VAT	Year 2 Price Excl VAT	Year 3 Price Excl VAT
2.15.2	A 5-year comprehensive extended warranty (Year 2 to Year 6) must be quoted for, as per the SCC document.					
2.15.3	The software must come with support and version upgrades for the duration of the warranty/contract					
	Add 14% VAT					
	TOTAL					

Additional Options

No	Component	Qty.	Part No.	Year 1 Price Excluding VAT	Year 2 Price Excluding VAT	Year 3 Price Excluding VAT
	EVA BLOCK					
1.1	Shore 20/25					
	240x220x30mm					
1.2	Shore 20/25					
	300x240x30mm					
1.3	Shore 20/25					
	350x260x30mm					
1.4	Shore 30/35					
	240x220x30mm					
1.5	Shore 30/35					
	300x240x30mm					
1.6	Shore 30/35					
	350x260x30mm					
1.7	Shore 40/45 Multicolour					
	240x220x30mm					
1.8	Shore 40/45 Multicolour					
	300x240x30mm					
1.9	Shore 40/45 Multicolour					
	350x260x30mm					
1.10	5 Colour, Shore 50/55					
	240x220x30mm					
1.11	5 Colour, Shore 50/55					
	300x240x30mm					
1.12	5 Colour, Shore 50/55					
	350x260x30mm					
1.13	Installation of the equipment on to ECDOH network					
	SUB TOTAL					
	ADD 14% VAT					
	TOTAL					

Additional options must be quoted separately & do not form part of the bid price.

TOTAL PRICE OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO

R _____

(Amount excluding additional options) *

AMOUNT IN WORDS:

Signed by authorised representative of the Tenderer:

Required by:

.....

- **At:**

.....

- **Brand and model**

.....

- **Country of origin**

.....

- **Does offer comply with specification?**

***YES/NO**

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

.....

- **Period required for delivery**

.....

- **Delivery:**

***Firm/not firm**

***Delete if not applicable**

SBD 3.2

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

Part 6 – Schedule C

Declaration of Interest

SBD 4

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

- 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:

.....
.....

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.

- 2.3 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.
- 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.

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.

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

Part 6 – Schedule D

Qualifications and Experience

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

2. A list of minimum 5 existing /previous contracts similar to services solicited in this bid:

Client	Sector: e.g. Health, Education, etc.	Value of Contract	Year	Contact Person	Contact Number (Landline)

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 :

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

PERSONNEL STRENGTH ASSESSMENT FORM

All Bidders shall furnish resume of their key personnel whose role and function are directly and indirectly relevant to the project for each position below. The bidder shall propose a brief introduction as well as a structure of a project team in implementing this project with the personnel listed below.

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

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

Resume of Candidate		
Name:		
Surname:		
Designation:		
ID Number:		
Sex (Male/Female):		
Cell No.:		
Professional Qualifications:		
Name of Present Employer:		
Employer Address:		
Telephone:		
Fax:		
Email:		
Date Joined:		
Direct Supervisor		
Working Experience over the Past Years in reverse chronological order		
From (Month/Year)	To (Month/Year)	Employer/ Position/ Project name and work scope, and or relevant experience obtained.

Please attach all copies of qualification certificates as evidence or proof.

Part 6 – Schedule E
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.

- [illegible]

NAME IN CAPITALS

1.
2.

Part 6 – Schedule G
Details of Bidder's nearest office

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.

Part 6 – Schedule H

Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. If this requirement is not complied with in full the bid may be considered invalid. The bidder must submit a letter from financial institution confirming proof of financial capacity or recent audited financial statements. **Failure to submit will invalidate the bid.**

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

FINANCIAL POSITION OF BIDDER	
	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; or recent audited financial statements confirming financial viability. 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.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 6 – Schedule I
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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

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 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 price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

4.1.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4.2. POINTS AWARDED FOR SPECIFIC GOALS

- 4.2.1. 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:
- 4.2.2. 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 or 90/10 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 or 90/10 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 or 90/10 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 90/10 and 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 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 Disadvantage Individual	20% (4)	
Women	20% (4)	
Youth	20% (4)	
Disability	20% (4)	
Military Veterans	5% (1)	
Locality within the Eastern Cape	10% (2)	
Locality within the country (SA)	5% (1)	
TOTAL	100% (20)	

a). A tenderer must submit proof of its Specific Goals.

- c) A tenderer failing to submit proof of specific Goals may not be disqualified, but may only score points out of 80 price, and scores 0 points out of 20 for Specific Goals.
- d) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
 - Valid CIPRO Certificate with percentage ownership or controlling interest inclusive of ID numbers for each Director
 - Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature)
 - Municipal accounts or lease agreement as proof of address or a ward councillor's letter
 - Letter from Department of Military Veterans confirming status

The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

5.7 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....