

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH AND WELLNESS:
WESTERN CAPE GOVERNMENT**

BID NUMBER: **WCGHCC0012/2024**

CLOSING DATE: **24 JANUARY 2025**

CLOSING TIME: **11:00**

**RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD:
WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS**

The successful bidder will be required to complete and sign a written contract form (WCBD7.1).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH"
SITUATED AT:

Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7:30 am to 5 pm (excluding public holidays). Please contact Riaan Meyer during office hours for directions should you have any difficulty finding the building

Please note the following important information and requirements:

1. As from 1 May 2015 bidders with annual revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) and bidders with annual turnover of between R10 million to R50 million qualify as Qualifying Small Enterprises (QSEs) in terms of the Broad-Based Black Economic Empowerment Act, and must only submit a Sworn Affidavit signed by a Commissioner of Oaths and their Scorecard with their bid. EME and QSE automatically qualify at Level 1. Large business will have an annual revenue of above R50 million. If Scorecards/Affidavits cannot be provided, no points for B-BBEE status level can be claimed / awarded.
2. Bidders other than Exempted Micro Enterprises – (EMEs) and Qualifying Small Enterprises (QSEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.
3. Bidders other than Exempted Micro Enterprises – (EMEs) and Qualifying Small Enterprises (QSEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.

4. The B-BBEE status level attained by the bidder will be used to determine the number of points contemplated in the Preferential Procurement Regulations.
5. Bidders to ensure that bids are delivered timeously to the correct address on time. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the Department's bid box, bidders are advised to refrain from soliciting the advice of the security personnel on duty and to rather contact **Mr Riaan Meyer at (021) 483 6005** for assistance during office hours. No names of bidders or prices will be read out at the time of closing. The bid box is generally open from 07:30 – 16:00, 5 days a week, Monday to Friday.
6. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
7. All bids must be accompanied by a letter signed by the bidder authorizing the Department, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.
8. Bidder to indicate which other currently pending bids issued by the Department it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Department reserves the right to compare the respective bid documentation and information provided by the bidder.
9. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
10. The 80:20 Preferential Procurement Points System is applicable to this bid.
11. Please refer all technical/specification enquiries to:
Mr Riaan Meyer
E-mail: Riaan.Meyer@westerncape.gov.za
12. **Bidder must include a soft copy on a 'flash drive' of the completed bid document, along with all the relevant supporting information pertaining to this bid.**



Acting Deputy Director: SCM Sourcing

Date 17/12/2024

Supplier Database Registration for Formal Competitive and Limited Bidding

All Bidders must be duly registered on the following databases at the time of bid closing:

- The Central Supplier Database (CSD, national)

All prospective unregistered Bidders must register as a supplier on the Central Supplier Database.

	Central Supplier Database
Self-registration	www.csd.gov.za (<i>self-registration only</i>)
Contact email	SCMeProcurement.DOH@westerncape.gov.za
Contact telephone	021 483 0582

All bidders already registered on the CSD should ensure that their status is up to date by contacting www.csd.gov.za (for CSD). All Bidders should have confirmation of their registration BEFORE bidding.

Bidders who are not duly registered on both databases at the time of bid closing, or whose registration has been suspended, will be deemed non-compliant and their bids will not be considered.

Bidders are advised that only the B-BBEE status reflected on form WCBD 6.1 in their bid document will apply to the evaluation of the relevant formal bids and not their B-BBEE status on the CSD. All other mandatory documents held on the CSD (TCC, WCBD 4, etc.), will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.

Please confirm that you are duly registered on the **Central Supplier Database**.

YES/NO

SECTION 1: SPECIFICATIONS

1. SCOPE OF SERVICES:

1.1. The Services entail the provision of optometry services for eye testing and the provision and fitment of spectacles, by means of one or a combination of the following options:

Option 1:

Provision of the Services from their existing Optometry premises;

Option 2:

Provision of the Services from a fully equipped optometry Mobile Unit; and

Option 3:

Provision of the Services utilising the institution (s) premises with Bidder's own calibrated mobile equipment.

1.2. All Services are to be provided at, and goods are to be collected from, the Bidder's premises.

1.3. There are five (5) districts in the rural area: (see attached **Annexure A**)

- Garden Route District
- Central Karoo District
- Cape Winelands District
- West Coast District
- Overberg District

1.4. Maps of the areas in scope are attached as **Annexure B**.

2. DEPARTMENTAL OBJECTIVES FOR EYE CARE IN THE RURAL DISTRICTS OF THE WESTERN CAPE

2.1. The Department's objectives include the following:

- Eye care services will be standardised across the 5 Districts within the Rural platform
- Eye care services will be provided in an equitable manner.
- Eye care services will be fully integrated into the existing District Health System.
- The provision of the eye screening and optometric service should be in close proximity to the District Hospital / Facility.
- Equipment, staff and consumables is to be provided by the bidder during the contract period.
- Eye care service should focus on the burden of disease including: Refractive errors, Diabetic Retinopathy, Glaucoma and Cataracts.
- The aim is to prevent blindness wherever possible.
- Eye care services within the Rural District will be delivered by an integrated team, including Community Care Workers, Dispensing Opticians, Optometrists, Ophthalmic Nurses, Medical Officers, Family Physicians and Ophthalmologists. Bidders please note that this full team might not be available at every District.

2.2. The aim of 'best visual outcome' must prevail in all eye care service provision.

2.3. The implementation of equitable, effective, efficient eye care services in pursuit of the prevention of avoidable blindness.

2.4. Optimisation of prevention and treatment activities in eye health services within the District Health System.

2.5. All spectacles will be provided in accordance with the norms laid out in the contract.

Bidders please indicate whether the offer complies with the specification? (circle an option)	YES/NO
If not to specification, please indicate (or attach) details of all deviation(s)	

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

2.6. Spectacles only to be provided for patients with significant refractive error:

Adults	Children
< 6/12 binocularly	< 6/9 binocularly
Myopia of -1.00DS or more in both eyes	Myopia of -0.50DS or more in both eyes
Astigmatism of 1.50DC or more in both eyes	Astigmatism of 1.00DC or more in both eyes
Hypermetropia of +3.00DS or more in both eyes	Hypermetropia of +2.00DS or more in both eyes

2.6.1. This refractive error range can be adjusted dependent on the required functional outcome (at the discretion of the optometrist).

2.6.2. The following areas are regarded as specialised and will either be advertised in a separate tender or handled by the department:

- Specialised refractions.
- Provision of custom-made prosthetic eyes.
- Low Vision aids.
- The provision of a suitably high modality hard lens for keratoconus treatment.

3. FRAMES

3.1. The same frame range must be used for the duration of the contract (3 years).

3.2. A one-year guaranteed replacement will be required on frame failure, and replacement by the dispenser at the clinic on presentation by the patient will be required.

3.3. A full set of frame samples, including paediatric frames, must be made available for the patient to try on.

3.4. A sturdy case is to be provided with each pair of spectacles and is to be included in the pricing.

3.5. Patients should normally require spectacles only every 2 years, children (ages 7-18) every year.

4. SPECTACLE LENSES

4.1. All CR39 lenses must be hard coated.

5. EXCEPTIONAL SCRIPTS: (above +/-6.00D):

5.1. These spectacles must be calibrated by the laboratory or manufactured in a high refractive index material to achieve a dignified appearance cosmetically, and acceptable optical quality as judged by the Department.

5.2. The total number of this type of spectacles should not exceed more than 10% of the total spectacles dispensed.

5.3. The cost of this must be factored into the standardised pricing of spectacles.

6. FITMENT OF SPECTACLES

6.1. Spectacles must be ready for fitment by the service provider two weeks after the date of eye examination or as agreed with the local Department of Health representative as per the schedules. Optician must fit the spectacles at the respective facility and not just deliver the spectacles at the facility. If patients are unable to attend on the date when opticians are available at the facility, the service provider must keep the spectacles at their premises until the next clinic visit.

7. AVAILABILITY OF STOCK

It is essential that adequate stock is available to the Department at all times.

8. ACCESS TO THE SERVICES

8.1. The successful Bidder may not limit or refuse access to the Services without the Department's prior written approval to do so.

Bidders please indicate whether the offer complies with the specification? (circle an option)	YES/NO
If not to specification, please indicate (or attach) details of all deviation(s)	

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

9. SCREENING OF PATIENTS

- 9.1. The Department reserves the right to at any point render some of these services to patients.
- 9.2. Departmental policy requires that all patients must be pre-screened by the school nurse or clinical nurse practitioner before being referred to the Bidder.
- 9.3. An adult will only qualify for one test (screening & examination), and one pair of spectacles once every two years unless the patient is referred back by the facility for additional eye examination.

10. ADDITIONAL SERVICES REQUESTED BY PATIENTS

- 10.1. There must be no additional charge for spectacles to the patient as per the specifications of this contract.
- 10.2. No money will be received by any service provider, or in any of the departmental eye clinics.
- 10.3. No additions or upgrades to the spectacle frames and lenses in the contract may be provided to or in consultation with a patient.
- 10.4. No additional services beyond those specified will be billed to the Department.

11. DEFECTS

- 11.1. Any defects covered under the 1-year guarantee shall be remedied by the successful Bidder at their own cost.

12. RECOVERY OF PATIENT PROPERTY

- 12.1. The Contractor shall immediately return any item of property found/recovered by the Service Provider's staff in the course of their duties, to the Sub-district or District Programme Manager.

13. MANAGEMENT AND CO-ORDINATION OF SERVICES

- 13.1. Referral processes and procedures will be standardised across the districts, details of which will be provided on an on-going basis by the District / Sub-district Programme Manager. The contractor will be required to absorb and implement these processes as they are refined.
- 13.2. Eye care services are an integral part of clinical services and the District Health System. The contractor is expected to familiarise themselves and all their staff with the Department's health services environment at both a facility and clinic level.
- 13.3. The contractors will be orientated two weeks prior to the commencement of the contract.

14. COMMUNICATION BETWEEN LIAISONS

- 14.1. The Contractor shall appoint an Account Manager as a single point of contact who shall work in close co-operation with the Sub-district or District Programme Manager to manage financial and operational issues between the parties.
- 14.2. The Department shall appoint the Sub-district or District Programme Manager to communicate with the Account Manager on an ongoing basis to monitor the standard and quality of the service (i.e. operational and technical difficulties).

Bidders please indicate whether the offer complies with the specification? (circle an option)	YES/NO
If not to specification, please indicate (or attach) details of all deviation(s)	

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

15. PERFORMANCE MONITORING

- 15.1. The Sub-district or District Programme Manager must, in collaboration with the Account Manager, monitor conformance of all the services rendered by the Contractor to the specifications and conditions of the contract in terms of quality and process. Please note that this is only applicable in certain Districts.
- 15.2. Key Performance Indicators will be agreed between the Service Provider and the Department before the contract commences.
- 15.3. The Sub-district or District Programme Manager shall communicate with the Account Manager on an ongoing basis about routine issues and to monitor the standard and quality of the service rendered.
- 15.4. Careful adherence to the norms of patient confidentiality is required. Patient records must clearly indicate the eye care service performed, on what date, and what the outcome is. Indicators cannot be reported unless there is a verifiable, corresponding patient record.
- 15.5. The contract must have an appropriate, reliable computerised information system which must be utilised for all recordkeeping regarding patient care and accounts. The system must include the following information: See attached **Annexure C**.

- Patient Full Name and Surname
- Identity Number
- Patient Number
- Type of services rendered per patient
- Departmental Authorisation number (Referral number)
- Date of when the service was rendered
- Invoice Number

The report from this system must be able to be converted to MS Excel in order to assist with the reporting requirements of the Department.

- 15.6. Monthly statistics / reports will be required from the service provider and must be submitted within the first 7 days of every month. The service provider must also provide a separate detailed report which includes the refractive error, uncorrected visual acuity and the corrected visual acuity per patient.
- 15.7. Any exceptional circumstances (e.g. clinics closed due to strike or water shortage etc.) which prevents the contractor from executing the contractual duties, must be reported to the Sub-district or District Programme Manager. This must be communicated telephonically and confirmed via e-mail.
- 15.8. The Contractor must submit all relevant documentation, statistics and pending matters, within 30 days of the end of the termination of the contract.
- 15.9. The Department reserves the right to visit the bidder's facility and/or mobile unit without prior notification throughout the contract term.

Bidders please indicate whether the offer complies with the specification? (circle an option)	YES/NO
If not to specification, please indicate (or attach) details of all deviation(s)	

SECTION 2: SPECIAL CONDITIONS OF CONTRACT

1. ACCEPTANCE OF CONDITIONS OF CONTRACT

- 1.1. **Bidders are required to render the Services in accordance with the conditions of contract and specifications stipulated in this Bid document.**
- 1.2. The Department reserves the right to accept or reject any additional terms and conditions stipulated by the Bidder. Such terms and conditions will be reviewed as to whether they are in the interest of the Department and/or may prejudice any other bidder(s). Where it is not in the interest of the Department or other bidders to accept such terms and conditions, the Bidder may be requested to withdraw these conditions. If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance, Bidders will be informed in writing as to the consequences should the request to withdraw such terms not be met.
- 1.3. Failure to confirm compliance to the conditions of contract and specification, or document any relevant deviations will render Bids non-compliant.
- 1.4. Receipt of this invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Department reserves the right, at its sole discretion:
 - **To withdraw** any 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,
 - **To amend** the bid process, closing date or any other date at its sole discretion,
 - **To cancel** the bid or any part of the bid before the bid has been awarded,
 - **Not to accept** the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,
 - **Not to award** the bid to the highest points or lowest price,
 - **To reject** all responses submitted and to embark on a new bid process.

2. NEGOTIATIONS

- 2.1. The Department reserves the right to enter into negotiations with Bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases and service delivery.

3. SERVICE LEVEL AGREEMENT

- 3.1. A service level agreement will be entered into with the successful bidder.
- 3.2. The agreement must be signed prior to the contractor's assumption of duty.

4. NATURE OF AWARD

- 4.1. The Department reserves the right to award the Services to a single or multiple Bidders, based on their capacity within geographical areas.
- 4.2. The Department reserves the right to recommend various types of services aligned to the specific Districts' requirements.
- 4.3. Bidders must submit an offer (s) and clearly indicate per District and or Sub-District.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

5. EVALUATION CRITERIA

5.1. The Department reserves the right to eliminate the offers of bidders whose organisational, financial and infrastructure capacity is deemed inadequate after the evaluation process and compulsory presentation.

5.2. All **non-compliant** bidders will be notified in writing after the Bid process has been concluded.

5.3. Bids will only be deemed to be compliant if all of the following criteria are met by the closing date and time of the bid:

5.4. Mandatory Requirements

5.4.1. Acceptance of all conditions of contract and specifications stated in this Bid document.

5.4.2. Registration on Central Suppliers Database (CSD); and

5.4.3. Bidders must not be listed on the National Treasury's Database of Restricted Suppliers; and

5.4.4. Bidders must not be listed on National Treasury's Register for Defaulters.

5.5. Documentary Evidence

Submission of all applicable documentary evidence requested throughout this bid document and in the following paragraphs:

5.5.1. Written acceptance of the conditions of contract and specifications stipulated in this Bid document in the WCBD 3.1 document.

5.5.2. Three (3) contactable references of previous or existing similar clients.

5.5.3. Indicate quantity of patient case load for the last two years.

5.5.4. Evidence of **HPCSA registration** of all personnel who will be engaged in the provision of the Services. Please refer to point 10.3 in the SCC.

5.5.5. Submission of a **Certificate of Practice registration**, with separate certificates should the Bidder operate from more than one practice.

5.5.6. **Public Liability Insurance** to the value of R2 million (refer to par. 9.3 in SCC), to be updated annually at a minimum.

5.5.7. Manufacture / Supply Agreement

If the Bidder is not the manufacturer of the product(s) offered for this bid, provide written evidence from your supplier(s)/manufacturer(s) that:

a) there is no objection to you offering their product(s) in response to this bid, and

b) that if you are awarded this bid, they will continue to supply this product to you, and

c) that you to comply with your contractual obligations towards the Department of Health for the period indicated in the bid document.

5.5.8 Bidders must provide a **layout of their optometry facilities** (Option 1), mobile units (Option 2) and calibrated mobile equipment (Option 3) and indicate approximately how many patients can be examined per day.

6. Documentary Evidence to be made available on request.

6.1. The following documentary evidence must be made available on request from the Department:

6.1.1. **Audited Financial Statements** which may be no more than twelve months old. New companies, that have no financial statements must provide a breakdown of their financial positions on an official company letterhead, signed by the Chief Executive Officer of the company.

6.1.2. Clinical evidence

- The Department reserves the right to request supplementary clinical evidence to substantiate the suitability of any item offered in response to this bid as and when required.

- Such evidence may include, but not be limited to; peer review journals, white papers, etc.

- Bidders must ensure that such documents are readily available upon request by the Department. Failure to produce these documents may invalidate the bid.

6.1.3. **Calibration certificates** for all equipment used directly by the Bidder in the performance of the Services. Such certificates should form part of the Bidders' submission and be updated annually by the successful Bidder.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

7. Manufacturing Standards

- 7.1. Bidders may be required to submit **ISO13485 and/or ISO9001** certification on request.

8. Presentation and Site Visits

- 8.1. All compliant bidders will be invited to provide a presentation indicating the following points:
- Presentation of the supplier's plan of implementation of the service, e.g. staffing inclusive of management and optometrists/administration etc, transportation, procurement of existing and/or new equipment, scheduling of teams via facilities, etc.
 - Information on the business model and the scalability thereof to determine the supplier's ability to roll the service out at multiple sites within the districts.
 - How will the supplier monitor & evaluate the service that will be rendered to ensure that a quality service is maintained, and that the conditions of the contract are adhered to.
 - General comments & questions.
- 8.2. The presentation date, time and venue will be communicated to shortlisted bidders by e-mail.
- 8.3. Please note that presentations will be held in the vicinity of Paarl or Worcester area.
- 8.4. The Department reserves the right to request site visits at **either** the bidder's facility and/or mobile unit **or** one of the reference clients (provided in par. 5.5.2), **or both**, should those services not be rendered at the Bidder's premises, prior to the award of the Bid.
- 8.5. During this site visit the bidder's mobile optometry equipment will be verified.

9. Liability, Insurance and Loss, Damage and Safekeeping of Property

- 9.1. The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, illness, assault, unlawful unrest, etc. of his employees when they provide any services to the Western Cape Department of Health in terms of the bid and act within the course and scope of these duties and employment. The Department shall not be held liable for any contracted illness or infection to the Contractor or his staff arising from their duties.
- 9.2. The contractor must indemnify the Western Cape Department of Health and any third party that may be involved against the damage to property and loss of property of the contractor's existing facility and/or stationed mobile unit and/or movable mobile unit.
- 9.3. Bidders must be comprehensively covered with Public Liability Insurance to the value of R 2 million at their own cost proportionate to the risks to which it is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or their staff may be responsible.
- 9.4. Any wilful or negligent damage to any Departmental building, property or other assets resulting from the successful Bidder's actions, as well as any wilful or negligent damage to the successful Bidder's buildings, equipment or other assets will be the successful Bidder's own account to restore and replace.

10. BIDDER'S PERSONNEL AND USE OF SUBCONTRACTORS

- 10.1. The successful Bidder shall make use of its own trained, qualified and duly registered staff to perform the Services.
- 10.2. All eye care personnel must be qualified and be duly registered as a professional with the Health Professional Council of South Africa (HPCSA).
- 10.3. The successful Bidder will be required to ensure that all or relief personnel maintain their HPCSA registration status throughout the term of the contract and will provide evidence of such registration to the Department upon request. Failure to ensure continuous registration will constitute a fundamental breach of contract and will result in the termination of the contract.
- 10.4. The labour schedule must be confirmed by the successful Bidder no later than one (1) week prior to commencement of the Services and certified copies of each personnel member's identification documents must be submitted to the Department at the time of confirmation.
- 10.5. No other person shall at any time replace or relieve any of the successful Bidder's personnel without the contractor communicating with the Sub-district or District Programme Manager. The service must be uninterrupted as agreed upon by the service provider and the Sub-district or District Manager and there must always be an optometrist on site at the scheduled times.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

- 10.6. The Contractor's staff must at all times whilst on duty wear a clear identification card that indicates the personnel member's full name, identification number and HPCSA registration status.
- 10.7. Contractor staff are to respect Departmental patients' legal rights to privacy and confidentiality.
- 10.8. All personnel are expected to adhere to the code of conduct applicable to their profession.
- 10.9. The Bidder may not subcontract any part of the Services, unless disclosed in the WCBD6.1 as part of the Bidder's submission. This includes the referral of patients to any other optometric practice throughout the term of the contract.

11. CHANGES TO BIDDER'S OPERATIONAL OR ORGANISATIONAL STATUS

- 11.1. As the Bid is awarded on the information provided at the time of Bid closing, the successful Bidder must maintain the status quo for the contract period.
- 11.2. Should any changes to the Bidder's operational status occur (e.g. mergers, acquisition, the assignment or cession or rights or obligations, etc.), the successful bidder must advise the Department immediately.
- 11.3. Material deviations from the Bidder's organisational status as it was at the time of awarding the bid may result in the Department having to apply remedial action.

12. RIGHT TO AUDIT

- 12.1. Pursuant to clause 5.4 of the General Conditions of Contract, the Bidder's failure to provide access to information at the request of the Department may result in the Department appointing a third party to institute enquiries at the expense of the Bidder to obtain and verify the required information.

13. PENALTIES

- 13.1. Deductions and penalties will be levied against the Contractor for services not rendered in accordance to the contract.
- 13.2. The Contractor will be penalised for the following violations:

	Violation	Penalty
(a)	Service provider, without valid explanation, fails to provide spectacles to patients within the 30 calendar days allowed turnaround time from prescription date. A valid explanation would typically be that the Service Provider failed to perform the Service due to factors beyond their control or if stated differently in the Service Level Agreement, as acceptable to a reasonable person. Acceptance of such reasons will be at the discretion of the Facility Managers.	Department to deduct 10% of the spectacle cost for every month or part thereof for which spectacles have not been provided.
(b)	Defective spectacles, frames and lenses	Service provider to replace at own cost.
(c)	Non-submission of monthly statistics	5% of the total monthly invoice for the facility for which no statistics were provided
(d)	Non-attendance of pre-arranged meetings with the Department when the service provider confirmed that they will be attending.	R1000 for non-attendance per meeting.

14. QUANTITIES

- 14.1. The quantities reflected in this Bid are estimates and are not guaranteed.
- 14.2. Orders will be placed solely based on Institutional requirements, to be rendered as patients are identified and referred to the Bidder by the relevant Institutions.
- 14.3. The District Office reserves the right to increase/decrease the number of patients referred in writing to the successful Bidder, within a reasonable timeframe.
- 14.4. No minimum order quantities shall apply under any circumstances.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

15. DISCOUNTS

15.1. In instances where patient volumes increase, the Bidder (s) may consider providing volume discounts on lenses & frames, as well as other cost drivers, in order to reduce prices to the benefit of the Department.

16. PAYMENT

16.1. The contractor must bill each District and or Sub-district office separately and submit invoices with the supporting documents to the Finance Section at the District and or Sub-district at the end of each calendar month, for settlement.

16.2. All documents (payment batches consisting of reports, invoices) will be batched at the relevant Sub-district office to execute the Department's payment.

16.3. Full reconciliation processes will be followed.

17. CLINICAL EVALUATION OF SAMPLES

17.1. No Samples will be required at the time of bid closure.

17.2. As a condition of this bid, bidders must have samples readily available at short notice should it be required that a demonstration/presentation or testing/evaluation of the product is required by the Department.

17.3. The Department will communicate the sample delivery details approximately 1-2 weeks after bid closure to compliant bidders only. Samples must be made available 2 weeks from the date of this notification.

17.4. Bidders may be required to provide Clinical Evidence (in digital format - Windows compatible USB device) with regards to clinical outcomes for the procedures/products on tender. The information may include but is not limited to, peer review journals articles, international joint registries, and company data with regards to the implants design. This information must not form part of your bid document.

17.5. Should these documents be requested, they must be **submitted in electronic** format (Windows compatible USB device) and all information must be clearly labelled for ease of reference. The Department will communicate such requests to all compliant bidders.

18. EVALUATION PROCESS

18.1. As a condition of this bid, bidders must have samples readily available for the demonstration/presentation or testing/evaluation of the product is required by the Department.

18.2. **For the purposes of this bid, Important to note, only bidders who pass the prequalification round will be approached to deliver samples as specified for each item. Bidders who are requested to bring samples will be made aware of the cut-off date and time for sample deliveries.** Bidders must ensure that the relevant evaluating institution is provided with sufficient samples of ALL the products offered, as specified for each item, including those currently available on contract(s) and/or in use at institutions.

18.3. It is also the bidder's responsibility to provide written proof that samples of each product was delivered to the specified institution. This shall consist of a document with the name of the designated institution, a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, the signature of the representative who delivered the samples and the signature of the official receiving the samples.

18.4. For the purpose of this bid no products will be evaluated at the Institutions indicated in the "bid document"

- If the evaluation report/form **does not contain all its pages (including Section A),**
- If the evaluation report/form is **supplied without samples for clinical trials,**
- If the **incorrect sample is supplied against the incorrect evaluation form,**
- If **each item/sub-item is not accompanied by a separate evaluation form,** and/or
- If **products are incorrectly labelled/not labelled** or reflect **incorrect supplier catalogue numbers.**

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

- 18.5 **No representative samples will be accepted for evaluation.** Please provide a sample for each item/sub-item for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies perform as required under trial conditions.
- 18.6 Bidders must further ensure that sufficient samples are available on request after the bid closing for testing purposes, if so requested by the Department/Institutions, please.
- 18.7 The offers of bidders who are unable to comply with paragraph 18.1 to 18.6 with regard to the supply of samples will be disregarded.
- 18.8 Samples must be made available upon request.
- 18.9 Each individual sample of an item offered must be marked with the **bid number, item number and the bidder's name and address** in clear, legible print of a reasonable size. An individual evaluation report form for each sample MUST BE ATTACHED TO THE SAMPLE, please, and must not be supplied separately in a box or envelope.
- 18.10 **Samples of successful bidders will be retained for the full contract period.**
- 18.11 **Unsuccessful bidders must collect their samples within two weeks once notified by Clinical Sourcing after the notification of the award.** Samples not collected within this period will be disposed of or destroyed.
- 18.12 **As all offers are considered *sub judice* until a contract is concluded, no information about clinical evaluations may be disclosed and no discussion about results will be undertaken by the Department before finalization of the contract.**
- 18.13 **Number of samples**
- 18.13.1 Bidders must provide a sample on request for each of the following items, both as evidence of the Bidder's ability to supply the specified goods and as evidence that the offer performs as specified:
- One (1) hard coated CR39 lens each of +/-2.00D;
 - One (1)+6.00D and one -6.00D high index lens ;
 - A minimum of three (3) frames for each of the following categories: unisex, ladies, gents and children's options and
 - A minimum of three (3) Spectacle cases for prescription spectacles
 - Ready-made readers, unisex, various sizes
 - Spectacle cases for all spectacles.
- 18.4.1. Bidders must further ensure that a limited number of additional samples are available on request at short notice after bid closing for further evaluation purposes, if so requested by the Department.
- 18.5. **Sample deliveries**
- 18.5.1. All samples must be delivered upon request only.
- 18.5.2. Under no circumstances may samples be delivered to Institutions. Any samples delivered to Institutions will be refused, and if delivery does take place, the Department does not accept liability for the return of any unused samples to the Bidder.
- 18.6. **Sample Evaluation Forms**
- 18.6.1. The Sample Evaluation Form is a legal document and the only evaluation form which will be considered for the evaluation and awarding of bids. Failure to complete evaluation forms correctly and in full may prevent your product from being evaluated.
- 18.6.2. A complete, individual Sample Evaluation Form **must be attached to** each **sample**. Bidders must complete Section A of the Sample Evaluation Form and submit it along with Sections B and C and their samples.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

18.7. Marking of Samples

18.7.1. Each individual sample of an item offered must be individually marked with the in clear, legible print of a reasonable size.

18.7.2. The Department will not stipulate whether samples should be provided in envelopes, boxes or otherwise.

18.7.3. Each sample delivered must be individually labelled with the following information on a label/sticker attached to the outer packaging of the sample, ensuring that no critical information printed on the packaging is covered. Labels should not be attached to the outside of poly bags or zip seal bags to ensure that samples do not go unlabelled:

- Bid Number
- Item number
- Item name
- Item code
- Name of Bidder
- Name of the Manufacturer (*if applicable*)
- Date of manufacture
- Product expiry date
- Batch/lot number

18.7.4. All labels must be in clear, legible print of a reasonable size.

18.8. Proof of Delivery of Samples

18.8.1. It is the bidder's responsibility to provide a detailed delivery note in evidence of the delivery of all samples offered were delivered to the delivery address. This shall confirm:

- the name of the Bidder,
- a list of item number(s) and description(s) of the sample(s) delivered along with the quantities provided for each,
- the signature of the Bidder's representative who delivered the samples; and
- the signature of the Departmental official who received the samples.

18.9. Retention or Collection/Return of Samples

18.9.1. Samples of successful bidders will be retained for the full contract period.

18.9.2. Unsuccessful bidders must collect their samples within two weeks of the notification of the award. Samples not collected within this period will be disposed of or destroyed.

18.10. Confidentiality of Evaluation Process

18.10.1. As all offers are considered *sub judice* until a contract is concluded, no information about sample evaluations will be disclosed and no discussion about results will be entered in by the Department before award of the contract.

18.10.2. For the purpose of this bid **products will not be evaluated**, if:

- the evaluation report/form **does not contain all pages (including Section A)**, and/or
- the evaluation report/form is **supplied without samples for clinical evaluation**, and/or
- the **sample does not correspond to the evaluation form**, and/or
- **each item is not accompanied by a separate evaluation form**, and/or
- **products are incorrectly labelled, not labelled or reflect incorrect supplier catalogue numbers**.

18.11. The offers of bidders who are unable to comply with paragraphs 18.1 to 18.10 above will be deemed non-compliant.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

**SAMPLE EVALUATION FORM
TO BE USED FOR EVALUATION PURPOSES ONLY**

- Section A 1 and A 2 must be completed in full and accurately by the Bidder.
- The purpose of the Sample Evaluation Form is to obtain input from end-users for evaluation purposes only.
- The completed Sample Evaluation Form is confidential and not for the information of bidders or their representatives.
- No other version of the Sample Evaluation Form will be acceptable for evaluation purposes.
- IPS purchases are not regarded as evaluations.
- Bidders may make copies of this form prior to submission of samples.
- Bidders must ensure that each sample is labelled, numbered and has a corresponding form attached.

Contract Number:	WCGHCC0012/2024	Contract Item Number	
-------------------------	------------------------	-----------------------------	--

SECTION A 1: COMPANY DETAILS: FOR COMPLETION BY BIDDER

Bidder's name:

Representative's name and surname:

SECTION A 2: PRODUCT DETAILS: FOR COMPLETION BY BIDDER

Product name/type (e.g. gauze swab):

Trade/Brand name (if applicable):

Catalogue number/ Product code:		Offer number (if applicable):	
------------------------------------	--	-------------------------------	--

SECTION B: FOR COMPLETION BY THE DEPARTMENT

Name of evaluating institution:		Date:	
---------------------------------	--	-------	--

Evaluator's Name (print):		Signature:	
---------------------------	--	------------	--

Department/Unit:		Contact number:	
------------------	--	-----------------	--

1. Is product to specification? (circle an option)	YES / NO
---	-----------------

If NO, provide reasons:

2. Is product acceptable for intended use? (circle an option)	YES / NO
--	-----------------

If NO, provide reasons:

3. Any other comments regarding the sample:

Supervisor's Name (print):		Signature	:
----------------------------	--	-----------	---

Have you checked and verified the evaluation forms for correctness?	YES / NO
--	-----------------

Name of Appointed official (print)		Signature	
------------------------------------	--	-----------	--

SECTION C: FOR HEAD OFFICE USE ONLY

Recipient Name (Print):

Signature:		Date:	
------------	--	-------	--

Incomplete forms returned: (circle an option)	YES / NO	Date:	
---	-----------------	-------	--

**WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS
PART A
WCBD1**

INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCGHCC0012/2024	CLOSING DATE:	24 JANUARY 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 07:30 am to contact Jared Becker during office hours for directions should you have any difficulty finding the building.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Riaan Meyer		CONTACT PERSON	Bronwen Davies	
TELEPHONE NUMBER	021 834 9018		TELEPHONE NUMBER	021 406 6026	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Riaan.Meyer@westerncape.gov.za		E-MAIL ADDRESS	Bronwen.Davies@uct.ac.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:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)			
--	--	--	--

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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, 2022, 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 (WCBD7).
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 VIEW THE TAXPAYER’S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 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:

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

**OFFER BY THE BIDDER
WESTERN CAPE BID DOCUMENT 1 (WCB1)**

1.1 I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Department on the terms and conditions and in accordance with the specifications stipulated in the Bid Documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

1.2 I/We agree that:

- a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing hour and date of the bid, unless otherwise agreed to in writing;
- b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the conditions in this document and the B-BBEE Certificate issued by a Verification Agency accredited by the South African Accreditation Systems (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, with all of which I am/we are fully acquainted;
- c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Department and I/we will then pay to the Department any additional expense incurred by the Department having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Department shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Department may sustain by reason of my/our default;
- d) if my/our bid is accepted the contract will be concluded on signature of a letter of acceptance by the Department;
- e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicilium citandi et executandi (should be a full street address where service of documents will be accepted) in the Republic at:

1.3 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid Documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

1.4 I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

1.5 Notwithstanding any Sub-Contracting, Co-Contracting or Joint Venture entered into, I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

1.6 I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenderer(s) involved:

**(Delete whichever is not applicable)*

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

DISTRICT	SUB-DISTRICTS	DESTINATION FROM HOSPITAL TO CLINICS		APPROX DISTANCE FROM HOSPITAL TO CLINIC	OUTREACH SCHOOLS	APPROX DISTANCE-DISTRICT TO OUTREACH SCHOOLS
		FROM	TO			
GARDEN ROUTE DISTRICT	Mossel Bay	Mossel Bay Hospital	Alma Clinic	4.3km	n/a	n/a
			Brandwacht Clinic	21km		
			Dana Bay Clinic	8.8km		
			De'Almeida Clinic	2.7km		
			Eyethu Clinic	4.4km		
			Friemersheim Clinic	33km		
			George Road Clinic	3.7km		
			Great Brak River Clinic	25.1km		
			Hartenbos Clinic	10.9km		
			Herbertsdale Clinic	48.8km		
			Sonskyn Vallei Clinic	11.9km		
	ASLA Clinic	4.2km	n/a	n/a		
	Hessequa	Riversdale Hospital			Albertinia Clinic	38.1km
					Heidelberg Clinic	32.2km
					Melkhoutfontein Clinic	36.5km
					Riversdale Clinic	0km
					Still Bay Clinic	41.3km
			Slangriver Clinic	44.7km		
	George	Harry Comay Hospital	Blanco Clinic	5.3km	n/a	n/a
			Conville Clinic	3.8km		
			George Sentrum Clinic	0.14km		
			Haarlem Clinic	126km		
			Harold Clinic	35.6km		
			Kuyasa Clinic	6.1km		
			Lawaaikamp Clinic	4.6km		
			Pacaltzdorp Clinic	7.6km		
			Parkdene Clinic	6.1km		
			Rosemore Clinic	3.3km		
			Thembalethu Clinic	7.2km		
			Touwsranten (Hoekwil) Clinic	26.3km		
Uniondale Clinic			110km			

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

DISTRICT	SUB-DISTRICTS	DESTINATION FROM HOSPITAL TO CLINICS		APPROX DISTANCE FROM HOSPITAL TO CLINIC	OUTREACH SCHOOLS	APPROX DISTANCE-DISTRICT TO OUTREACH SCHOOLS
		FROM	TO			
GARDEN ROUTE DISTRICT	Oudtshoorn	Oudtshoorn Hospital	Oudtshoorn Clinic (Adderley Street)	1.7km	n/a	n/a
			Bongolethu Clinic	6.5km		
			Bridgeton Clinic	4km		
			De Rust Clinic	35.7km		
			Dysselsdorp Clinic	26.4km		
			Toekomsrus Clinic	5.9km		
	Kannaland	Ladismith Hospital	Amalienstein Clinic	23.5km	n/a	n/a
			Calitzdorp Clinic	48.6km		
			Ladismith Clinic	0km		
			Van Wyksdorp Clinic	44.2km		
			Zoar Clinic	20.3km		
	Knysna	Knysna Hospital	Keurhoek Clinic	1.5km	n/a	n/a
			Knysna Clinic	1.6km		
			Knysna Town Clinic	1.6km		
			Hornlee Clinic	4.2km		
			Khayalethu Clinic	0.5km		
			Sedgefield Clinic	27km		
	Bitou	Knysna Hospital	Crags clinic	31.4km	n/a	n/a
			Kranshoek	29.3km		
Kwanokuthula			27.5km			
New Horizon Clinic			28.7km			
Plettenberg Bay Clinic			31.3km			
Wittedrift Clinic			31.4km			
CENTRAL KAROO	Beaufort Wes	Beaufort West Hospital	Beaufort West CDC	3.9km	n/a	n/a
			Hillside Clinic	3km		
			Kwa-Mandlenkosi Clinic	4.3km		
			Merweville Clinic	161km		
			Nieuveld Park Clinic	5.7km		
	Laingsburg	Laingsburg Hospital	Laingsburg Clinic	0km		
			Matjiesfontein Clinic	27.8km		
	Murraysburg	Murraysburg Hospital	Murraysburg Clinic	0.2km		
	Nelspoort	Nelspoort Hospital	Nelspoort Clinic	0km		
	Prince Albert	Prince Albert Hospital	Prince Albert Clinic	0km		
			Klaarstroom Clinic	53.9km		
Leeu-Gamka Clinic			90km			

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

DISTRICT	SUB-DISTRICTS	DESTINATION FROM HOSPITAL TO CLINICS		APPROX DISTANCE FROM HOSPITAL TO CLINIC	OUTREACH SCHOOLS	APPROX DISTANCE-DISTRICT TO OUTREACH SCHOOLS		
		FROM	TO					
OVERBERG	Theewaterskloof	Caledon Hospital	Grabouw CDC	49.2 km	Umyezo wama apile Secondary (In Grabouw)	55km		
					De Rust Futura (Between Grabouw and Caledon)	40km		
					Groenberg secondary(In Grabouw)	55km		
					Botrivier PHC	26.6 km		
					Caledon PHC	5 km	Swartberg Secondary(In Caledon)	5km
					Riviersonderend PHC	50 km	Hoerskool Riviersonderend	50km
					Genadendal PHC	35 km	Emil Weder (In Genadendal)	35km
					Greyton PHC	40		
					Villiersdorp PHC	45 km	Villiersdorp Secondary	45 km
							Bissetsdriif secondary(near Villiersdorp)	50km
	Overstrand	Hermanus Hospital	Kleinmond PHC	35				
			Hawston PHC	10 km	Hawston Secondary	15km		
			Hermanus CDC	5 km	Qhayiya Secondary	5km		
			Stanford PHC	30 km				
			Gansbaai PHC	50 km	Gansbaai Academia	50km		
	Cape-Agulhas	Otto du Plessis Hospital	Bredasdorp PHC	5 km	Albert Myburgh School	5km		
			Struisbaai PHC	30 km	Struisbaai Primary school	30km		
			Waenhuiskrans PHC	25 km				
			Elim PHC	40 km				
			Napier PHC	20 km	Agulhas School of skills	20 km		
	Swellendam	Swellendam Hospital	Swellendam PHC	0	Swellendam Secondary	5 km		
					BF Oosthuizen Combined	5 km		
			Buffeljagsrivier	15				
			Suurbraak	20				
			Barrydale	55	Barrydale High school	55km		

District	SUB-DISTRICTS	DESTINATION FROM HOSPITAL TO CLINICS		APPROX DISTANCE FROM HOSPITAL TO CLINIC	OUTREACH SCHOOLS	APPROX DISTANCE- DISTRICT TO OUTREACH SCHOOLS
		FROM	TO			
Cape Winelands	Breedevalley	Brewellskloof Hospital	Rawsonville Clinic	21.6km	Rawsonville Primary	550 m
			Avian Park Clinic	7.8 km	Avian Park Primary	550m
			Worcester CDC	4.2km	Somerset High	5.2 km
			Empilisweni Clinic	7.8km	Vusisizwe Secondary	1.7 km
			De Doorns Clinic	31.0km	Van Cutsem Combined	1.6 km
			Touwsrivier Clinic	73.5km	Steenvliet Primary	1.8 km
	Drakenstein	TC Newman CDC Wellington CDC	Saron	70.6km	Saron Primary	65.0km
			Gouda	54.5km	Bakersville Primary	60 km
			Wellington	11.4km	Bergrivier High	4.5km
			TC Newman	n/a	Charleston Hill High	1.2km
	Langeberg	Robertson Hospital	Robertson Hospital	n/a	De Villiers Graaff Primary	84.9km
			Montagu Clinic	29.0 km	WA Rossouw Primary	4.5km
			Bonnievale Clinic	38.5 km	Bonnievale Primary	50km
	Stellenbosch	Stellenbosch Hospital	Idas Valley Clinic	1.5 km	Idas Valley Primary	2.1 km
	Witzenberg	Ceres Hospital	Tulbach Clinic	31.8km	Tulbagh High	1.5 km
			Ceres Clinic	2.1km	Morrisdale Primary	700km
			Op die berg	45.0km	Skurweberg Combined	2.2km

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

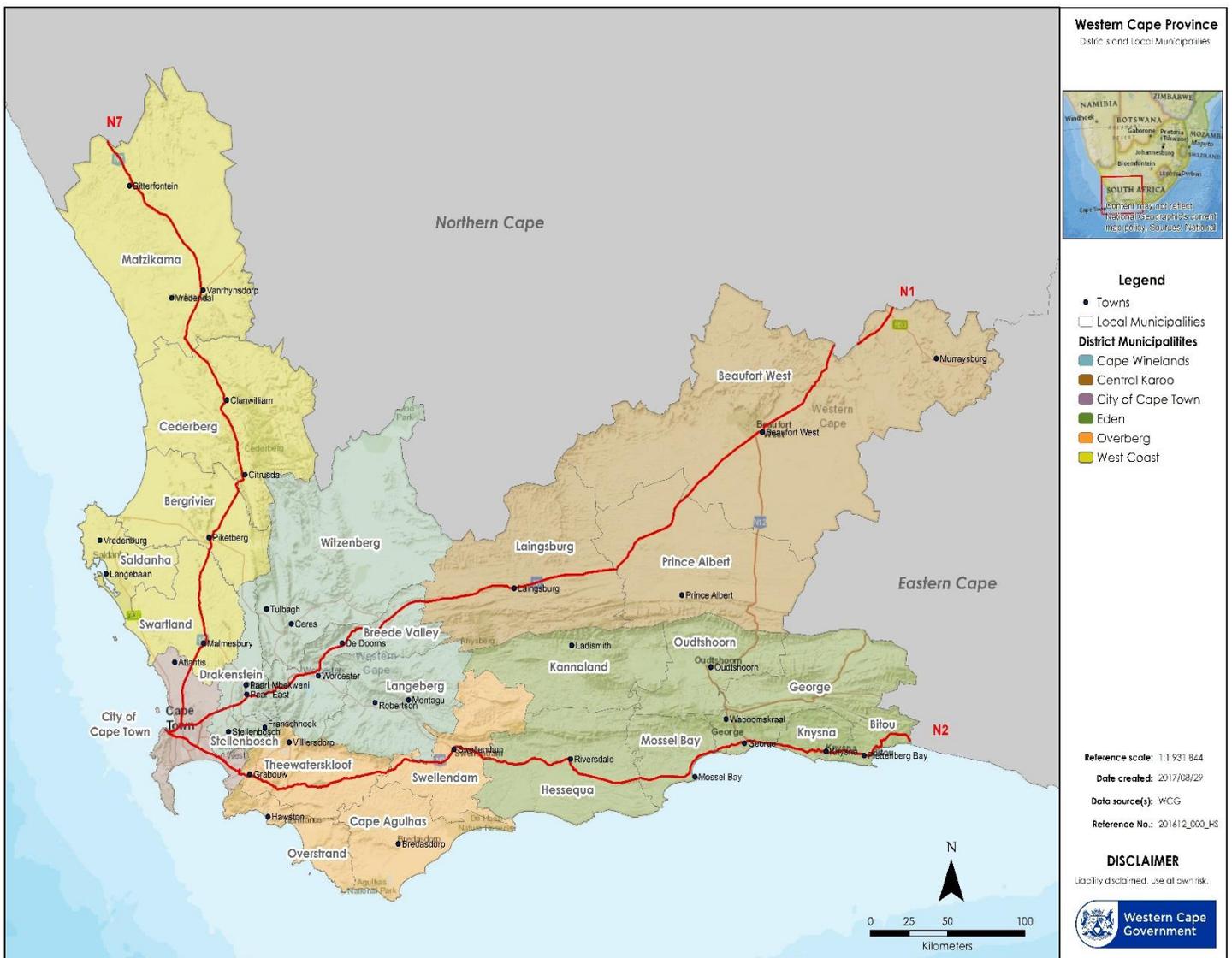
DISTRICT	SUB-DISTRICTS	DESTINATION FROM HOSPITAL TO CLINICS		APPROX DISTANCE FROM HOSPITAL TO CLINIC	OUTREACH SCHOOLS	APPROX DISTANCE-DISTRICT TO OUTREACH SCHOOLS
		FROM	TO			
WEST COAST	Matzikama	Vredendal Hospital	Vredendal Hospital	0	n/a	n/a
			Vredendal Central Clinic	3km		
			Vredendal North Clinic	5km		
			Lutzville Clinic	23.6km		
			Klawer Clinic	21.9km		
			Bitterfontein satellite	82,8km		
			Van Rhynsdorp Clinic	27.2km		
	Cederberg	Citrusdal Hospital	Citrusdal Hospital	0	n/a	n/a
			Citrusdal Clinic	2.2km		
		Clanwilliam hospital	Clanwilliam hospital	0km		
			Graafwater Clinic	31.7km		
			Clanwilliam Clinic	500m		
			Elands Bay clinic	69,5km		
			Wupperthal clinic	70km		
	Lambert's Bay Clinic	62.3km				
	Bergrivier	Radie Kotze Hospital	Radie Kotze Hospital (Piketberg)	0	n/a	n/a
			Piketberg Clinic	1.2km		
			Velddrift Clinic	67.7km		
			Lapa Munnik Hospital	25km		
			Porterville Clinic	25km		
	Swartland	Swartland Hospital	Swartland Hospital	0	n/a	n/a
			Abbotsdale clinic	6,9 km		
			Malmesbury CDC	4.1km		
			Moorreesburg Clinic	36.1		
			Riebeeck - Wes Clinic	26		
			Riebeeck - Kasteel Clinic	24.4		
			Lalie Cleophas Clinic - (Hopefield)	39.1		
Kalbaskraal Satellite Clinic			21.7km			
Chatsworth Clinic			26.4km			
Darling Clinic	37.3km					

MAP OF REGIONAL AREAS

There are five (5) districts in the Rural Area. These are:

1. Garden Route District
2. Central Karoo District
3. Cape Winelands District
4. West Coast District
5. Overberg District

1. A map of these Districts is attached.



WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

Completed by optometrist		HPCSA no		Service point:				Page	of	Date:																																											
Patient sticker Surname, Name, DOB, Folder no, Contact no		Vision test		Spectacles prescribed				Spectacles issued				Pathology detected				Referral		RMR Spectacles Required- Req Issued - Iss				VA before correction		VA post correction																													
		Eye examination		Single vision		Single vision HRI		Bifocal		Bifocal HRI		Tint		Single vision		Single vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		Diabetic retinopathy		other		Non urgent		Urgent		Req 7-18yrs		R eq 19 yrs & older		Iss 7-18 yrs		Iss 19 yrs & older		R		L		R		L	
		EYE exam		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		DR				Non-urgent		Urgent		Req 7-18yrs		R eq 19 yrs &		Iss 7-18 yrs		Iss 19 yrs &		R		L		R		L	
Vision test		Eye exam		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		DR				Non-urgent		Urgent		Req 7-18yrs		R eq 19 yrs &		Iss 7-18 yrs		Iss 19 yrs &		R		L		R		L	
Vision test		Eye exam		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		DR				Non-urgent		Urgent		Req 7-18yrs		R eq 19 yrs &		Iss 7-18 yrs		Iss 19 yrs &		R		L		R		L	
Vision test		Eye exam		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		DR				Non-urgent		Urgent		Req 7-18yrs		R eq 19 yrs		Iss 7-18 yrs		Iss 19 yrs &		R		L		R		L	
Vision test		Eye exam		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		DR				Non-urgent		Urgent		Req 7-18yrs		R eq 19 yrs &		Iss 7-18 yrs		Iss 19 yrs &		R		L		R		L	
Vision test		Eye exam		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		DR				Non-urgent		Urgent		Req 7-18yrs		R eq 19 yrs		Iss 7-18 yrs		Iss 19 yrs &		R		L		R		L	
Vision test		Eye exam		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		S Vision		S Vision HRI		Bifocal		Bifocal HRI		Tint		Cataract		Glaucoma		Pterygium		DR				Non-urgent		Urgent		Req 7-18yrs		R eq 19 yrs		Iss 7-18 yrs		Iss 19 yrs &		R		L		R		L	
Sub-total																																																					

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

RMR Element No		Spectacles prescribed	Spectacles issued	Pathology detected	Element no RMR	101	102	103	104	VA before correction	VA post correction
Double checked by	Name	Signature		HPCSA SANC	Date						

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

NAME OF BIDDER:	BID NUMBER: WCGHCC0012/2024
CLOSING TIME: 11:00 ON 24 JANUARY 2025	OFFERS SHALL BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

1. Pricing Instructions

- 1.1. Bidders must bid separately for each of the District and or Sub-district.
- 1.2. Bidders will be evaluated per District and or Sub-district to identify the successful bidder per group.
- 1.3. Bid prices which are subject to fluctuation during the contract period will not be considered. Bidders wishing to make provision for cost variations during the contract period may bid for **either fixed bid prices for each year of the contract term (three tier prices, i.e.: year 1, 2 and 3)**, subject to the applicable variations or bid **only one price (a flat rate) for all three years**, which may be subject to Rate of Exchange (ROE) only.
- 1.4. Prices quoted is being regarded as being inclusive of VAT and should a quote be submitted exclusive of VAT; pricing will be set until conclusion of the contract and invoicing will remain at the quoted price.
- 1.5. Bidders intending to quote a price less a discount must deduct the discount and then insert the net bid price in the space provided.
- 1.6. Bidders who are prepared to offer a special discount on individual orders in respect of certain items, should complete the following schedule:

Applicable Discounts	
Order Value	Applicable Discount %
R1 000 – R5 000 in value	
R5 000 – R10 000 in value	
Over R10 000 in value	

2. FIRM PRICES (SEE WCBD3.1/2; PARAGRAPHS 1.1-1.3)

- 2.1. Bids offered at firm prices for the duration of the contract may receive preference over bids where prices are not firm.
- 2.2. Different bid price structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Bidders wishing to make provision for cost variations during the contract period should bid **either fixed bid prices for various periods (three tier prices, i.e.: year 1, 2 and 3)**, subject to the applicable variations or bid **only one price (a flat rate) for all three years**, subject to Rate of Exchange (ROE) only.
- 2.3. For bid purposes, the Department considers **prices subject to exchange rate variations** as **firm**. Where the prices of supplies offered will be affected as a whole or partially by a variation in exchange rates and bidders are not in a position to absorb the effect, bids at prices subject to exchange rate variations will be considered. In the absence of any indication of exchange variation, it will be accepted that no adjustment as a result of exchange rate variation will be claimed.
- 2.4. **No adjustments will be considered, however, before 3 months of the contract period have expired**, and after that adjustments will be considered at the utmost three monthly. Only exchange rate **claims made within 60 days of delivery** will be considered.
- 2.5. If supplies/items with a wholly or partially imported content are offered, please indicate whether prices are subject to exchange rate variations. (Please circle your option). **YES / NO**
- 2.6. If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1/2, paragraph B.
- 2.7. The rate of exchange used in the conversion of the price of the supply/item to South African currency at the time of bidding:

NOTE: For the purpose of this bid, please use rates applicable 10 days before bid closing, on 14 January 2025.

- 2.8. The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price.
- 2.9. Please note that if the ZAR should strengthen against the foreign currency, the Department reserves the right to claim such monies from the contractor.

3. NON-FIRM PRICES (SEE WCBD3.1/2, PARAGRAPHS 2 & 2.1)

- 3.1. If prices are not firm, please submit full particulars of the basis on which changes in contract prices will be calculated. (Please see details on form WCBD3.1/2 further on).
- 3.2. **No adjustments will be considered, however before 3 months of the contract period have expired**, and after that adjustments will be considered at the utmost three monthly.

ITEM NO	EST. QTY	DESCRIPTION	BID PRICE PER ITEM/PROCEDURE IN SA CURRENCY INCLUDING VAT		
			1 st year Price	2 nd year Price	3 rd year Price
ITEM 1: GARDEN ROUTE DISTRICT					
HESSEQUA SUB-DISTRICT					
1.1	1221	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
1.2	393	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.3	10	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.4	607	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
KANNALAND SUB-DISTRICT					
1.5	861	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
1.6	341	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.7	10	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.8	400	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
OUDTSHOORN SUB-DISTRICT					
1.9	1835	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
1.10	487	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.11	33	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.12	1286	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
GEORGE SUB-DISTRICT					
1.13	1702	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
1.14	475	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.15	11	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.16	1164	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
GEORGE HOSPITAL					
1.17	1575	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
1.18	315	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.19	315	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.20	315	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
1.21	315	Ready-made Readers: Single Vision CR39 White +1.00 to +3.50D in 0.50D steps	R_____/ patient examined	R_____/ patient examined	R_____/ pair

ITEM NO	EST. QTY	DESCRIPTION	BID PRICE PER ITEM/PROCEDURE IN SA CURRENCY INCLUDING VAT		
			1 st year Price	2 nd year Price	3 rd year Price
1.22	315	Single Vision Colourmatic spectacles including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
1.23	315	Spectacles: CR39 TINTS	R_____ / pair	R_____ / pair	R_____ / pair
MOSSEL BAY SUB-DISTRICT					
1.24	1365	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
1.25	595	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
1.26	12	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
1.27	645	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
KNYSNA/BITOU SUB-DISTRICT					
1.28	1451	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
1.29	348	Spectacles: Single Vision CR39 White including frame	R_____ / pair	R_____ / pair	R_____ / pair
1.30	10	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame	R_____ / pair	R_____ / pair	R_____ / pair
1.31	1022	Bifocal spectacles: CR39 White Flat-Top 28 including frame	R_____ / pair	R_____ / pair	R_____ / pair
ITEM 2: CENTRAL KAROO DISTRICT					
BEAUFORT WEST/NELSPOORT/MURRAYSBURG SUB-DISTRICT					
2.1	525	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
2.2	236	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
2.3	23	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
2.4	215	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
PRINCE ALBERT SUB-DISTRICT					
2.5	110	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
2.6	59	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
2.7	16	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
2.8	19	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
LAINGSBURG SUB-DISTRICT					
2.9	132	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
2.10	48	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
2.11	16	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
2.12	49	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair

ITEM 3: CAPE WINELANDS					
BREDEVALLEY SUB-DISTRICT					
3.1	5500	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
3.2	3450	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.3	350	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.4	1500	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.5	200	Spectacles: CR39 TINTS	R_____ / pair	R_____ / pair	R_____ / pair
DRAKENSTEIN SUB-DISTRICT					
3.6	5500	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
3.7	3450	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.8	350	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.9	1500	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.10	200	Spectacles: CR39 TINTS	R_____ / pair	R_____ / pair	R_____ / pair
LANGEBERG SUB-DISTRICT					
3.11	2400	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
3.12	1500	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.13	70	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.14	800	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.15	30	Spectacles: CR39 TINTS	R_____ / pair	R_____ / pair	R_____ / pair
STELLENBOSCH					
3.16	900	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
3.17	450	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.18	100	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.19	300	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
3.20	50	Spectacles: CR39 TINTS	R_____ / pair	R_____ / pair	R_____ / pair

WITZENBERG					
3.21	3500	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
3.22	1800	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
3.23	200	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
3.24	1350	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
3.25	150	Spectacles: CR39 TINTS	R_____/ pair	R_____/ pair	R_____/ pair
ITEM 4: WEST COAST					
CEDERBERG SUB-DISTRICT					
4.1	2000	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
4.2	900	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.3	250	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.4	1000	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
MATZIKAMA SUB-DISTRICT					
4.5	1000	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
4.6	300	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.7	250	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.8	800	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
BERGRIVER SUB-DISTRICT					
4.9	1800	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
4.10	400	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.11	250	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.12	1300	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
SWARTLAND SUB-DISTRICT					
4.13	1650	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
4.14	400	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.15	150	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.16	1200	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair

SALDANHA SUB-DISTRICT					
4.17	1800	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
4.18	250	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.19	100	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
4.20	1000	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
ITEM 5: OVERBERG					
SWELLENDAM					
5.1	600	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
5.2	330	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.3	44	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.4	165	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.5	32	Spectacles: CR39 TINTS	R_____/ pair	R_____/ pair	R_____/ pair
THEEWATERSKLOOF					
5.6	2580	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
5.7	1650	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.8	111	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.9	840	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.10	66	Spectacles: CR39 TINTS	R_____/ pair	R_____/ pair	R_____/ pair
CAPE AGULHAS					
5.11	485	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____/ patient examined	R_____/ patient examined	R_____/ patient examined
5.12	300	Spectacles: Single Vision CR39 White including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.13	250	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.14	134	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____/ pair	R_____/ pair	R_____/ pair
5.15	20	Spectacles: CR39 TINTS	R_____/ pair	R_____/ pair	R_____/ pair

OVERSTRAND					
5.16	600	Examination, refraction and tonometry by OPTOMETRIST, including documenting the presence or absence of an afferent pupil defect and documenting the presence of red reflex, by a Dispensing Optician.	R_____ / patient examined	R_____ / patient examined	R_____ / patient examined
5.17	330	Spectacles: Single Vision CR39 White including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
5.18	44	Spectacles: Single Vision CR39 High Index lens for high power ranges including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
5.19	165	Bifocal spectacles: CR39 White Flat-Top 28 including frame and case	R_____ / pair	R_____ / pair	R_____ / pair
5.20	32	Spectacles: CR39 TINTS	R_____ / pair	R_____ / pair	R_____ / pair

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

**GARDEN ROUTE DISTRICT INFORMATION
COMPLETION OF EACH FIELD MANDATORY**

Item no.	Brand name	Product/Catalogue codes	Country of manufacture	State packaging offered
1.1				
1.2				
1.3				
1.4				
1.5				
1.6				
1.7				
1.8				
1.9				
1.10				
1.11				
1.12				
1.13				
1.14				
1.15				
1.16				
1.17				
1.18				
1.19				
1.20				
1.21				
1.22				
1.23				
1.24				
1.25				
1.26				
1.27				
1.28				
1.29				

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

1.30				
1.31				
Are you the manufacturer? <i>(circle an option)</i>				YES/NO
Does the offer comply with specification? <i>(circle an option)</i>				YES/NO
If not to specification, please indicate (or attach) details of all deviation(s)				

**CENTRAL KAROO DISTRICT INFORMATION:
COMPLETION OF EACH FIELD MANDATORY**

Item no.	Brand name	Product/Catalogue codes	Country of manufacture	State packaging offered
2.1				
2.2				
2.3				
2.4				
2.5				
2.6				
2.7				
2.8				
2.9				
2.10				
2.11				
2.12				
Are you the manufacturer? <i>(circle an option)</i>				YES/NO
Does the offer comply with specification? <i>(circle an option)</i>				YES/NO
If not to specification, please indicate (or attach) details of all deviation(s)				

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

**CAPE WINELANDS DISTRICT INFORMATION
COMPLETION OF EACH FIELD MANDATORY**

Item no.	Brand name	Product/Catalogue codes	Country of manufacture	State packaging offered
3.1				
3.2				
3.3				
3.4				
3.5				
3.6				
3.7				
3.8				
3.9				
3.10				
3.11				
3.12				
3.13				
3.14				
3.15				
3.16				
3.17				
3.18				
3.19				
3.20				
3.21				
3.22				
3.23				
3.24				
3.25				

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

**WEST COAST DISTRICT INFORMATION
COMPLETION OF EACH FIELD MANDATORY**

Item no.	Brand name	Product/Catalogue codes	Country of manufacture	State packaging offered
4.1				
4.2				
4.3				
4.4				
4.5				
4.6				
4.7				
4.8				
4.9				
4.10				
4.11				
4.12				
4.13				
4.14				
4.15				
4.16				
4.17				
4.18				
4.19				
4.20				
Are you the manufacturer? (circle an option)				YES/NO
Does the offer comply with specification? (circle an option)				YES/NO
If not to specification, please indicate (or attach) details of all deviation(s)				

**OVERBERG DISTRICT INFORMATION
COMPLETION OF EACH FIELD MANDATORY**

Item no.	Brand name	Product/Catalogue codes	Country of manufacture	State packaging offered
5.1				
5.2				
5.3				
5.4				
5.5				
5.6				
5.7				
5.8				
5.9				
5.10				
5.11				
5.12				
5.13				
5.14				
5.15				
5.16				
5.17				
5.18				
5.19				
5.20				

DEFINITION OF PRICING STRUCTURES

For the purpose of this bid the following explanations are provided:

1. Firm prices

1.1 Firm prices mean **prices which are only subject to adjustments in accordance with the actual increase or decrease** resulting from the changes, imposition or abolition of customs or excise duty and any other duty, levy, or tax which is binding upon the **contractor** in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.

The following two pricing structures will also be considered as firm prices – **please note that a combination of these two pricing structures will not be allowed:**

1.2 Firm prices linked to fixed period adjustments, i.e. three tier prices (firm 1st, 2nd and 3rd year prices), and only subject to the variables indicated in the above paragraph.

1.3 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

Note: All claims for rate of exchange must be made **within 60 days of delivery** in order for bidders to qualify for price adjustments.

Any advantage due to a more profitable exchange rate must be passed on to the Western Cape Government.

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=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

WCBD 3.1/2

3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

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

PLEASE NOTE: Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.



DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Treasury Instructions, 2012: Supply Chain management (Goods and services), Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices-(SBD8), Instruction Note 33 of 2011: Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management: Declaration of Interest (SBD4), Practice Note 2010, Prohibition of Restrictive Practices (SBD9), Section 4 (1) (b) (iii) of the Competitions Act No. 89 of 1998 as amended together with its associated regulations, The Prevention and Combat of Corrupt Activities Act, No 12 of 2004 and regulations pertaining to the tender defaulter's register, paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the institution must be registered on the central supplier database.

3. Definitions

"Bid" includes a price quotation, advertised competitive bid, limited bid or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"Business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

"Employee" means a person employed by the Provincial Government or a provincial public entity, whether permanently or temporarily, including -

- (a) an employee as contemplated in section 8 of the Public Service Act, 1994 (Proclamation 103 of 1994)
- (b) a person appointed in terms of section 12A of the Public Service Act;
- (c) a person transferred or seconded to the Provincial Government or a provincial public entity in terms of section 15 of the Public Service Act; and
- (d) an educator as defined in the Employment of Educators Act, 1998 (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial public entity;

“Entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“Entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“Intermediary” means a person through whom an interest is acquired, and includes -

- (a) a person to whom is granted or from whom is received a general power of attorney; and
- (b) a representative or agent;

“Institution” means -

Provincial Government of the Western Cape;

“Provincial Government Western Cape (PGWC)” means -

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOPS” means -

Remunerative **W**ork **O**utside the **P**ublic **S**ervice;

“Spouse” means a person's -

- (a) partner in marriage;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;

4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the Provincial Government, or to their family member, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution; and/or
5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
6. Section 4 (1) (b) (iii) of the Competitions Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *per se*, meaning that it cannot be justified on any grounds.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1.	Did the entity conduct business with the Institution in the last twelve months? <i>(If yes, complete Table C)</i>	NO	YES
------------	--	----	-----

TABLE C

Complete the table below to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPT/ EMPLOYMENT ENTITY	TYPE OF SERVICE OR COMMODITY	CONTRACT/ ORDER NO	CONTRACT PERIOD	CONTRACT VALUE

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? <i>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i>	NO	YES
C5.	If you replied yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law, including a court outside the Republic of South Africa?	NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

I, _____ hereby swear/affirm;

- i that the information disclosed above is true and accurate;
- ii that I understand the content of the document;
- iii that the entity undertakes to arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv that the entity or its representative is aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation, I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER: _____

1.2 Do you have any objection to taking the prescribed oath?

ANSWER: _____

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER: _____

1.4 Do you want to make an affirmation?

ANSWER: _____

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was placed thereon in my presence.

SIGNATURE

FULL NAMES

Commissioner of Oaths

Designation (rank) _____ ex officio: Republic of South Africa

Date: _____

Place _____

Business Address: _____

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TOGETHER WITH YOU BID.

INTRODUCTION

The National Industrial Participation Programme (NIP), which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to, or exceeding, US\$ 10 million or other currency equivalent to US\$ 10 million, will have an NIP obligation. The threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$ 10 million.

or

(b) Multiple contracts for the same goods, works or services, each with imported content exceeding US\$ 3 million awarded to one seller over a 2-year period, which in total exceeds US\$ 10 million.

or

(c) A contract with a renewable option clause where, should the option be exercised, the total value of the imported content will exceed US\$ 10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to, or exceeds, US\$ 3 million worth of goods, works or services to the same government institution, which in total, over a 2-year period, exceeds US\$ 10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1(a) to 1.1(c) above will amount to 30% of the imported content, whilst suppliers in respect of paragraph 1.1(d) shall incur 30% of the total NIP obligation on a *pro rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licence production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

1.4 A period of 7 years has been identified as the timeframe within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required, immediately after the award of a contract that is in excess of R10 million (ten million Rands), to submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose of reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in the aforementioned sub-paragraphs 1.1(b) to 1.1(d).

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this WCBD5 document together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1(b) to 1.1(d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:

- Bid/contract number.
- Description of goods, works or services.
- Name on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at emalapane@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans, and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 THE NIP obligation agreement is between the DTI and the successful bidder (contractor) and therefore does not involve the purchasing institution.

BID NUMBER: WCGHCC0012/2024	Closing date: 24 JANUARY 2025
Name of bidder: _____	
Postal address: _____	
Signature: _____	Name in print: _____
Date: _____	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 1.12 “**Large Enterprise**” is any enterprise with an annual total revenue above R50 million;
- 1.13 “**non-firm prices**” means all prices other than “firm” prices;
- 1.14 “**person**” includes a juristic person;
- 1.15 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 “**proof of B-BBEE status level contributor**” means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 “**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;
- 1.22 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 “**the Regulations**” means the Preferential Procurement Regulations, 2022;
- 1.24 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.25 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

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

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore the preference point system shall be applicable; or

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 90 for price; and
 - (b) 0 points out of 10 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

or

90/10

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub- contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

1.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

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 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.

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.

General Conditions of Contract

1. Definitions

- 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.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

General Conditions of Contract

- 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

General Conditions of Contract

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.

General Conditions of Contract

- 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

General Conditions of Contract

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

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 any 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. Payment will be processed upon receipt of:
 - Pathway form signed by patient, Facility Manager & supplier
 - Invoice
 - Monthly statistics
- 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.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS
General Conditions of Contract

- 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 national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

General Conditions of Contract

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:

23. Termination for default

- (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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

General Conditions of Contract

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 purchaser 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 purchaser or the purchaser 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.

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS

General Conditions of Contract

- 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. Limitation of liability**
- 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

WCGHCC0012/2024: RENDERING OF EYE CARE SERVICE TO THE RURAL DISTRICT HEALTH SERVICES FOR A THREE (3) YEAR PERIOD: WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH AND WELLNESS
General Conditions of Contract

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.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.