

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

**BID NUMBER: WCGHCC0008/2024: CLOSING DATE: 31 MAY 2024**

**CLOSING TIME: 11:00 AM**

**PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING SEMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP) FOR THE PERIOD OF THREE YEARS.**

**The successful bidder will be required to complete and sign a written Contract Form (WCBD 7.1)**

**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 **Monday to Friday from 07:30 am to 16:00 pm** (excluding public holidays). Please contact **Ncumisa Ntaka** during office hours for directions should you have any difficulty finding the building.

**Please note the following important information and requirements:**

1. The B-BBEE status level attained by the bidder will be used to determine the number of points contemplated in the Preferential Procurement Regulations.
2. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding access to the building or 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 **Mrs Ncumisa Ntaka at 021 834 9025** for assistance. No names of bidders or prices will be read out at the time of closing.
3. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
4. 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.
5. 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.
6. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
7. The **80:20** Preferential Procurement Points System is applicable to this bid.
8. Please refer all technical/specification enquiries to:  
[Muhammad.Moosajee@westerncape.gov.za](mailto:Muhammad.Moosajee@westerncape.gov.za)



Aldrid Jacobs

**Deputy Director:** Supply Chain Sourcing

**Date:** 03 May 2024

**Supplier Database Registration for Formal Competitive and Limited Bidding**

**All Bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.**

Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

<b>Central Supplier Database</b>	
<b>Self-registration</b>	<a href="http://www.csd.gov.za">www.csd.gov.za</a> ( <b>self-registration only</b> )
<b>Contact email</b>	<a href="mailto:SCMeProcurement.DOH@westerncape.gov.za">SCMeProcurement.DOH@westerncape.gov.za</a>

**Bidders already registered on the CSD** must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za).

**In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.**

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 CSD**. Bidders are further required to complete the attached **form WCBD4**. All other mandatory documents held on CSD 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**

## 1: INTRODUCTION

THIS BID IS DUE AT **11:00 AM on FRIDAY, 31 MAY 2024**  
VALIDITY EXPIRES ON **30 SEPTEMBER 2024 (120 DAYS)**

### 1.1 STRUCTURE OF THE DOCUMENT

This Bid Document contains the following sections:

SECTION	DESCRIPTION
	<b>Table of Contents</b>
<b>Section 1</b>	<b>Introduction:</b> including abbreviations and acronyms, queries, scope, bid submissions, and timeline
<b>Section 2</b>	<b>Bid Conditions and Conditions of Contract:</b> Including: preferential procurement, rights of parties, Bid Documents, supplier database registration, mandatory documentation, prequalification criteria, briefing session and acceptance of bid.
<b>Section 3</b>	<b>Special Conditions of Contract (SCC):</b> to be read with Section 4: GCC and Section 6: Specifications
<b>Section 4</b>	<b>General Conditions of Contract (GCC):</b> to be read with Section 3: SCC
<b>Section 5</b>	<b>Western Cape Bid Document (WCBD 1)</b>
<b>Section 6</b>	<b>Specifications:</b> To be read with Section 3: SCC and Section 4: GCC
<b>Section 7</b>	<b>Declaration OF Interests, Bidders past SCM Practices and Independent bid Determination (WCBD 4)</b>
<b>Section 8</b>	<b>The National Industrial Participation Programme (WCBD 5)</b>
<b>Section 9</b>	<b>Preference Point Claim Form (WCBD6.1)</b> and a description of abuse by means of 'fronting'.

## SECTION 1

### 1.2 ABBREVIATIONS & ACRONYMS USED THROUGHOUT THIS DOCUMENT

The following abbreviations and acronyms, used throughout this document, shall have the following meaning:

CSD	Central Supplier Database
DOH	Department of Health
ROE	Rate of Exchange
SAHPRA	South African Health Products Regulatory Authority
WCDB	Western Cape Bidding Document
WCGH	Western Cape Government Health
ZAR	South African Rand

### 1.3 QUERIES

All queries shall be directed to the appropriate officials, as shown below:

Contact	Email	Telephone
Ncumisa Ntaka	<a href="mailto:Ncumisa.Ntaka@westerncape.gov.za">Ncumisa.Ntaka@westerncape.gov.za</a>	021 834 9025

Bidders should not rely on any information other than that supplied in these documents or other written information supplied by the officials listed in table above.

All questions will be answered in writing, and a consolidated list of all relevant questions posed, and clarifications provided will be provided to all Bidders as outlined in par. 2.15 below.

No questions relating to the Specifications or Bid Documents may be submitted after **17 May 2024**.

### 1.4 SCOPE

1.4.1 The Western Cape Department of Health (hereafter referred to as 'the Department') invites Bidders to submit bids for the provision of intravenous consumables for a three-year period, with an option to extend for an additional two years.

1.4.2 These Goods are to be provided in a healthcare environment and will be subject to all relevant regulatory requirements applicable to the healthcare sector throughout the duration of the contract.

### 1.5 INVITATION TO BID

The invitation to bid will be published on the e-Tender portal.

### 1.6 SUBMISSION OF BIDS

1.6.1 Bidders should ensure that bids are delivered timeously to the correct address by bid closing:

<b>BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH" AT:</b>
(M9 building) on premises of Karl Bremer Hospital
This building is situated at the Junction c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open MONDAY to FRIDAY from 07:30 am to 17:00 pm

1.6.2 **Late bid and/or sample submissions will not be accepted for consideration.**

1.6.3 By the time of bid closing, Bidders are required to submit a hard copy of all documents, including all pages of this bid document, all its annexures and any requested or supplementary information provided by the bidder in response to this call for bids.

1.6.4 Bids submitted by telegram, telex, fax or email will not be considered.

1.6.5 Bidders are advised to refrain from soliciting the advice of the Security Personnel on duty should there be any uncertainty regarding the location of the Department's bid box. Any queries in this regard should be posed to the official listed in table. 1.3.

## GENERAL NOTE

**Preferential Procurement Policy 80/20** will be applied when evaluating this bid. Please **complete** the enclosed Special Conditions, **WCBD forms** and **Supplies Checklist** in full.

**In terms of the system, the monetary value of this bid is represented by 100 points of which 80 points represent price and 20 points represent preferential procurement objectives (participation goals). Therefore, application of the system does not prevent, exclude or prejudice multinationals, manufacturers etc. from bidding directly with the Department.**

### **SUMMARY OF BID FORMS REQUIRED TO MAKE UP A BID**

**Please do not include unnecessary documents in your bid**, as this makes your offer cumbersome to handle. The following completed bid documents are the documents required in your bid and can be submitted to this office in the order as suggested:

#### ➤ **Special Conditions**

- **WCBD 1**                    The Bid **(failure to complete this form and sign it in full may invalidate your offer.)**
- **WCBD 3.1**                Specification/your schedule of offers.
- **WCBD 3.1/2**              Information relating to pricing structures (firm & non-firm prices)
- **WCBD 6.1**                Serves for claiming preference points, to claim points for Broad-Based Black Economic Empowerment level of contribution.

#### ➤ **Supplies checklist**

#### **Additional documents**

Proof of your company's standing if preference points are claimed, (certified copies in all cases, please) i.e.:

- Copies of Shares certificates or CK1 forms
- Copies of shareholders' agreements, participation agreements (in the case of a Close Corporation), voting pool agreements or venture agreements (whichever is applicable to your business)
- Names of Trustees and their status if your business is a trust
- A legal entity organogram of your business, and
- A copy of your registration with the Registrar of Companies.

**2.1 APPLICABLE CONDITIONS AND PREFERENTIAL PROCUREMENT**

- 2.1.1 This bid is subject to:
- the General Conditions of Contract (GCC);
  - any other Special Conditions of Contract (SCC);
  - the application of the **80:20** Preferential Procurement Points System;
  - the provisions outlined in this Section 2.
- 2.1.2 The aforementioned conditions form part of the bid and failure to comply herewith may invalidate a bid.
- 2.1.3 **Order of Precedence:**
- 2.1.3.1 The General Conditions of Contract form part of all Bid Documents for the Department and may not be amended.
- 2.1.3.2 The SCC supplements the GCC.
- 2.1.3.3 Whenever there is a conflict between the SCC and GCC, the SCC shall prevail.
- 2.1.4 In this document words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
- 2.1.5 Offers are to be valid for 120 Business Days from the closing date of bid.
- 2.1.6 The cost of complying with all the conditions, obligations and liabilities described in the General and Special Conditions of Contract and Specifications are deemed to be included in the prices stated in Section 7. The Bidder shall have no claim for further payment in respect of any work or method of execution, unless described, implied or specifically provided for in the Contract.

**2.2 RIGHTS OF THE PARTIES**

- 2.2.1 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. Conversely, parties have no rights, expressed or implied, with respect to any of the services because of their participation in the bid process.
- 2.2.2 The Department reserves the right, at its sole discretion, to:
- a) withdraw any services, in whole or in part, from the scope of this bid, prior to the award of the bid;
  - b) terminate any party's participation in the bid process for non-compliance with bid requirements that are both material and mandatory;
  - c) accept or reject any response to this invitation to bid without liability to any party;
  - d) amend the bid process, including its closing date or any other date within its scope, on reasonable notice to bidders and at its sole discretion;
  - e) cancel the bid or any part of the bid before the bid has been awarded, if:
    - i. Due to changed circumstances, there is no longer a need for goods or services specified in the invitation.
    - ii. Funds are no longer available to cover the total envisaged expenditure.
    - iii. No acceptable tender is received.
    - iv. There is a material irregularity in the tender process.
  - f) not accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of the Department; and
  - g) reject all responses submitted and to embark on a new bid process.
- 2.2.3 The decision to cancel or amend the tender invitation shall be published in the same way that this tender invitation was advertised.
- 2.2.4 Any personal information provided by any party in any bid or tender documents, is provided for, and may only be used by, each party for the purposes of completing the procurement and supply process in question and attending to any ancillary matters relating to such procurement process. The parties undertake to use any personal information provided by any other party only for the purposes for which such personal information was provided, unless otherwise agreed in writing between the parties. Nothing contained in these tender documents shall be construed as excluding the application of the Promotion of Access to Information Act, 2000 (Act 2 of 2000) and the Protection of Personal Information Act, 2013 (Act 4 of 2013).

## 2.3 BID DOCUMENTS

- 2.3.1 Bid Documents shall be completed in black ink only.
- 2.3.2 All documentation submitted will be in English.
- 2.3.3 All bids must be deposited in a sealed envelope, marked with the name and address of the bidder, the bid number and closing date. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
- 2.3.4 Bidders must respond to all sections of this bid and provide completed, signed, original Bid Documents and all mandatory documents as outlined in Paragraph 2.5. Only original, signed documents will be considered by the Department as official bid submissions. Bidders may prepare photocopies for their own records.
- 2.3.5 No alterations, erasures, omissions or additions shall be made to the text or condition of these documents, except where expressly requested. Should any unauthorised change be made, such changes will not be recognised, and the original document shall apply.
- 2.3.6 No offers may be submitted on documents other than the Bid Documents included herein. The Bid Documents may not be re-typed or redrafted.
- 2.3.7 Any additional information which the Bidder feels appropriate for inclusion in their offer and made available to the Department for consideration should be furnished as a separate Annexure to the Bidder's offer.
- 2.3.8 Bidders must ensure that no pages are omitted or duplicated in their bid submissions. The Department accepts no liability arising from omitted or duplicated pages.
- 2.3.9 Failure to submit any of the information requested may result in the Bidder being disqualified.
- 2.3.10 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.

## 2.4 SUPPLIER DATABASE REGISTRATION

- 2.4.1 All bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.
- 2.4.2 In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.
- 2.4.3 All prospective unregistered bidders are invited to self-register on the CSD on [www.csd.gov.za](http://www.csd.gov.za) such **registration is to be completed at the time of bid closing.**
- 2.4.4 All **bidders who are already registered on the CSD** are advised to confirm their registration status on [www.csd.gov.za](http://www.csd.gov.za) before submitting their bid.
- 2.4.5 Assistance with the registration process can be sought by contacting the Department's e-Procurement Helpdesk at: [SCM.eProcurementDOH@westerncape.gov.za](mailto:SCM.eProcurementDOH@westerncape.gov.za).

## 2.5 MANDATORY WESTERN CAPE BID DOCUMENTS

- 2.5.1 Bidders must complete all of the following mandatory Western Cape Bid Documents:

Section of this Document	Western Cape Bid Document (WCBD) Reference	Western Cape Bid Document Name
Section 5	WCBD1	Offer by the Bidder and Bid Summary
Section 6	WCBD3.1	Pricing Schedule
Section 7	WCBD4	Declaration of Interest
Section 8	WCBD5	The National Industrial Participation Programme
Section 9	WCBD6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 and Codes of Good Practice

2.5.2 Bidders are not required to complete the following mandatory Western Cape Bid Documents, and they have therefore been omitted from this Bid Document:

Western Cape Bid Document (WCBD) Reference	Reason for omission from Bid	Western Cape Bid Document Name
WCBD2	Held on CSD	Tax Clearance Certificate Requirements

2.5.3 **Only the B-BBEE status stated on the completed WCBD 6.1 listed above will apply to the evaluation of this bid and not the B-BBEE status on the Western Cape Supplier Evidence Bank (WCSEB) or CSD.**

2.5.4 The aforementioned mandatory Western Cape Bid Documents and all further mandatory documents are listed in Section 11.

## 2.6 MANUFACTURER/SUPPLY AGREEMENT

If you are not the manufacturer of the product(s) offered for this bid, please provide written proof from your supplier(s)/manufacturer(s) that they have no objection to you offering their product(s) for this bid, and that if you are awarded this bid, they will continue to supply this product to you to enable you to comply with your contractual obligations towards the Department of Health for the period indicated in the bid document.

## 2.7 SINGLE VS MULTIPLE ITEM AWARDS

2.7.1 This bid includes a mixture of single item and multiple item awards.

2.7.2 Where multiple item awards may apply, this is stipulated in the individual item specification. If not otherwise specified, items will be a single-item award.

2.7.3 Where the Department deems it appropriate to award an entire range of consumables to a single supplier, or to multiple suppliers, this will be stipulated in the item specification.

## 2.8 STERILISATION STANDARDS

2.8.1 The original certificate/validation of sterilisation (or a valid, certified copy) must be included in the bid document by bid closing for all items that are required to be sterile. Any of the following sterilisation standards may apply, unless otherwise specifically stated:

Steam	<ul style="list-style-type: none"> <li>• ISO17665-1</li> <li>• SANS 17666-1</li> <li>• ISO 11124</li> </ul>
Gas	<ul style="list-style-type: none"> <li>• EN Harmonising standards</li> <li>• ISO 11125</li> </ul>
Gamma	<ul style="list-style-type: none"> <li>• EN Harmonising standards</li> <li>• ISO 11137</li> </ul>

## 2.9 MANUFACTURING STANDARDS

2.9.1 All bidders are required to provide a valid, certified copy of ISO 13485:2016 Medical Devices for each manufacturer whose products form part of their bid.

2.9.2 Where bidders offer items from more than one manufacturer: valid, certified copies of manufacturing standards for each facility **and** country where products are manufactured or sourced must be included in the bid documents.

## 2.10 SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY (SAHPRA) REGISTRATION

2.10.1 A valid, certified copy of SAHPRA licence as a manufacturer, distributor or wholesaler of medical devices and IVDs must be provided. A valid, certified copy of an MCC certificate may also be considered.

2.10.2 No proof of application for registration will be accepted, as communicated by SAHPRA here: <http://www.sahpra.org.za/wp-content/uploads/2020/07/MD004-EXTENSION-Use-of-Acknowledgement-Letter-in-Lieu-of-Licence-v1-31032020.pdf>

## 2.11 HAZARDOUS SUBSTANCES (incl. Latex)

Bidders are to submit confirmation that items supplied will be free of latex, the department may request verification reports for each item specified to be free of latex. All **samples supplied for evaluation must be as per bid document and also have an indication on its packaging confirming that its latex free.**



## 2.12 EVALUATION PROCESS & CLINICAL EVALUATION OF SAMPLES

The Department reserves the right to visit the premises of the Bidder and/or any subcontractor nominated by the Bidder to supply the goods in scope of this bid by prior arrangement with the Bidder.

**Samples will be requested approximately 2 weeks after the bid closing date, and only from such bidders who are deemed to be compliant to mandatory requirements articulated in this bid document. Compliant bidders will be informed of the cut-off date and time for sample deliveries in writing but are required to have samples ready for delivery.**

It is the responsibility of bidders to ensure that their products are available when Western Cape Government Health requests them. No late samples will be considered under any circumstances and offers corresponding to late samples will be summarily disregarded. It is recommended that bidders prepare and label samples in advance as failure to supply samples will invalidate a bidder's offer.

Each individual sample 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** and must not be supplied separately in a box or envelope.

Bidders must ensure that the relevant evaluating institutions are 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. Bidders must further ensure that sufficient additional samples are available on request at short notice after the bid closing for testing purposes, if so requested by the Department.

It is the bidder's responsibility to provide written proof that samples of each product were delivered to the specified institutions. 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. These documents must be forwarded to Clinical Sourcing as soon as the deliveries are made.

**Samples will not be evaluated if:**

- \* the evaluation report/form **does not contain Sections A-C;**
- \* the evaluation report/form is **supplied without samples for clinical evaluation;**
- \* the **sample and evaluation form do not match;**
- \* **each item/sub-item is not accompanied by a separate evaluation form;** and/or
- \* **products are incorrectly labelled/not labelled and/or reflect incorrect supplier catalogue numbers.**

**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 clinical conditions.

The offers of bidders who are unable to comply with this paragraph 2.12 regarding the supply of samples will be disregarded.

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

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

**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.**

## 2.13 AWARD

The Department reserves the right to award the Services in part or in whole and will determine the award of the bid to the Service Provider, based on compliance to mandatory requirements and specifications (measured through clinical acceptability), and thereafter price and preference points.

## 2.14 CONSENT TO THE AWARD

The Service Provider will be required to indicate their consent to the award by means of a completed and signed contract form following the award. The Service Provider will be notified and presented with the 'Contract Form - Purchase of Goods/Works/Services (WCBD 7.1)' for acceptance.

Bidders are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their bid is accepted.

**2.15 CONTACT DETAILS**

Bidders are required to provide the particulars of the contact person responsible for all queries related to this bid, and if bidders are successful, this contract, and to whom all correspondence can be directed:

Name: .....Designation: .....

Telephone no with area code: .....Fax no: .....

Cell phone no: .....Email address: .....

## SECTION 3: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract form part of the Contract which will be concluded between the Department and the Service Provider. By submitting a bid in response to this call for submissions, Bidders accept all the Special Conditions listed herein. The Special Conditions of Contract are to be read as incorporating all provisions in all sections of this bid, and, together with the General Conditions of Contract, constitute the full bid.

### 3.1 DEFINITIONS

For purposes of this Bid Document:

- words in the singular also mean the plural and vice versa and words in the masculine also mean the feminine and neuter.
- terms defined in the GCC are used through this document.

### 3.2 TRANSFER, CESSION AND USE OF SUBCONTRACTORS

The Bidder may not assign, cede, transfer, sell or alienate in any way this Contract or any part thereof to any other person or company without prior written approval from the Department for the Contract period as stipulated in the GCC.

The Bidder may only appoint subcontractors as identified in the WCBD 6.1 in Section 10 of this document and must seek written approval from the Department prior to implementing any change to its subcontractor agreements.

The Department will have no contractual relationship through this Contract with any subcontractor appointed by the Bidder. However, any subcontractor appointed by the Bidder shall be subject to all Departmental policies, strategies, rules, laws and regulations.

The Bidder will be exclusively responsible for contractual compliance by any subcontractor. This includes the delivery of services, all damage caused by a sub-contractor, and the management and payment of any subcontractor appointed to deliver the services.

### 3.3 WARRANTY

The Bidder warrants that the goods supplied under the contract are new, unused and of the most recent or current models, and incorporating all recent improvements in design and materials, unless provided otherwise in the contract; or

In addition, the Bidder further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship, or from any action/omission of the Service Provider, that may develop under normal use of the supplied goods in the conditions prevailing in the Republic of South Africa. Where goods are required to be adapted for the Department's needs, the Bidder shall provide the same warranty.

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.

The Department shall promptly notify the Bidder in writing of any claims arising under warranty.

Upon receipt of such notice, the Bidder shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Department.

If the Bidder, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the Department may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Department may have against the Service Provider under the contract.

### 3.4 DELIVERY AND DOCUMENTS

Delivery of all goods shall be made by the Service Provider in accordance with the terms specified in the GCC.

Products **shall be delivered within 21 days of receipt of the first order and thereafter ex stock, 48-72 hours**. This means that the contractor must deliver within 21 days after receipt of the first order from hospitals and/or the Western Cape Warehouse and within 48 to 72 hours after receiving subsequent

orders. The supplier shall ensure the integrity of the goods while in transit.

**Bidders will be obliged to deliver stock in accordance with the Department's delivery conditions** in the WCBD 3.1 (bid specification). A written indication to this effect is required from bidders in the questionnaire following each bid specification. Failure to comply with this requirement will invalidate your offer. In this regard you are referred to Provincial Treasury Practice Note 6, which states:

- (i) *It often happens that bidders, in contrast with the special conditions stipulated in the bid document, set their own conditions, which might contradict or be in conflict with the bid conditions. When it is in the interest of the Department to accept such conditions, and insofar as these conditions do not prejudice other bidders, recommendations for its acceptance may be made to the person executing his delegated power.*
- (ii) *However, where it is not in the interest of the Department to accept same, or prejudicial to other bidders, the bidder may be requested to renounce/withdraw these conditions. ...If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance the bidder must be informed in clear terms of the consequence should he fail to adhere to the abovementioned request.*

Is the delivery period firm? (Please circle your option)

**YES / NO**

Where unlimited quantities cannot be delivered within the delivery periods quoted, bidders should indicate the rate of delivery per week or per month that can be maintained.

Delivery rate per week .....

Delivery rate per month .....

### 3.5 DELIVERY LOCATIONS

Goods **are required for delivery into the stores of institutions and/or the Western Cape Warehouse** under the control of the Department of Health, Western Cape Government (please see Annexure A) in such quantities as may be ordered from time to time. It is essential that adequate stock is available to the Department at all times.

### 3.6 PACKAGING OF PRODUCTS FOR BID AND CONTRACT PURPOSES

All items must be delivered in a carton/box.

Each item must be individually packaged according to the specification and include the following information, at a minimum:

- Name of the manufacturer/supplier
- Bidder Item name
- Bidder Item code
- Date of manufacture
- Product expiry date
- Batch/lot number
- Date of sterilisation
- Expiry date of sterilisation
- Sterilisation method, e.g. ETO, steam, etc. – must appear on outer and immediate packaging
- Sterilisation process indicator – must appear on outer or immediate packaging

Successful bidders who are the supplier/distributor but not the manufacturer are required to ensure that delivered items are marked with the successful bidder's details on a separate label, which must read "Contractor's Details" and must include company name, address and contact details, on the outer packaging.

### 3.7 PRICES

Bid prices shall be quoted in South African Rand (ZAR) and be inclusive of all costs (incl. delivery to those Institutions listed in Annexure A) and applicable taxes, i.e. **prices shall be quoted nett and VAT inclusive.**

Bidders intending to quote a price less a discount must deduct the discount and then insert the net bid price in the space provided. Bidders who are prepared to offer a special discount on individual orders in respect of certain items, should complete the following schedule:

Discount on individual orders of:

R1 000 – R5 000 in value	..... %
Over R5 000 – R10 000 in value	..... %
Over R10 000 in value	..... %

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:

- a) fix bid prices for various periods (three tier prices: year 1, 2 and 3), subject to the applicable variations; or
- b) bid only one price (a flat rate) for all three years, subject to ROE only.

### 3.8 FIRM PRICES (SEE WCBD3.1, PARAGRAPHS 1.1-1.3)

Bids at firm prices for the duration of the contract may receive preference over bids for which prices are not firm.

Prices subject to ROE variations are deemed **firm**. Where the bid prices will be affected partially or as a whole by a ROE variations and bidders are not in a position to absorb the effect, bids at prices subject to ROE will be considered. In the absence of any indication of exchange variation, bidders accept that no adjustment because of ROE variation may be claimed.

No ROE claims will be considered within the first 3 months of the contract period, and after that, claims will only be considered monthly. Only ROE claims made within 60 days of delivery will be considered.

If items with wholly or partially imported content are offered, confirm whether prices are subject to ROE variations. (Please circle your option). YES / NO

If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1 paragraph B.

- a) The ROE used in the conversion of the price of the item to ZAR at the time of bidding (determined 10 days before bid closing, **on Wednesday, 22 May 2024**).
- b) 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. Please note that the maximum percentage of imported content that can be claimed is 85%, with the remaining 15% being regarded as profit and overheads.
- c) Please note that if the ZAR should strengthen against the applicable foreign currency, the Department reserves the right to claim such monies from the contractor.

### 3.9 NON-FIRM PRICES (SEE WCBD3.2, PARAGRAPHS 2 & 2.1)

If prices are not firm; bidders are required to submit full particulars of the basis on which changes in contract prices will be calculated (details on form WCBD3.2).

**No price adjustments will be considered within the first 3 months of the contract period, and after those adjustments will only be considered quarterly.**

### 3.10 NEGOTIATIONS

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 should it be deemed necessary.

### 3.11 ORDERING RESTRICTIONS

Institutions shall not be restricted to minimum order quantities.

### 3.12 QUANTITIES

The quantities reflected in the specification/WCBD3.1 are estimated quantities and are not guaranteed. Usage will be determined solely by the requirements of ordering institutions.

### 3.13 CLINICAL EVIDENCE

The Department reserves the right to request clinical evidence of any product or medical device if and when required.

### **3.14 PAYMENT**

In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible.

If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (LOGIS, BAS, SYSPRO) in order to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.

Payment shall be made within **30 days from receipt of a valid and correct invoice.**

### **3.15 STATEMENT OF SUPPLIES AND SERVICES**

Contractors must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute enquiries at the expense of the contractor to obtain the required particulars.

### **3.16 COMPLIANCE FOR QUALITY**

Random samples will be collected from various institutions to conduct quality compliance testing throughout the contract period.

**4.1 DEFINITIONS**

The following terms shall be interpreted as indicated:

- 4.1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 4.1.2 **"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.
- 4.1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 4.1.4 **"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.
- 4.1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 4.1.6 **"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.
- 4.1.7 **"Day"** means calendar day.
- 4.1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order
- 4.1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 4.1.10 **"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.
- 4.1.11 **"Dumping"** occurs when a private enterprise abroad markets 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.
- 4.1.12 **"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.
- 4.1.13 **"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.
- 4.1.14 **"GCC"** means the General Conditions of Contract.
- 4.1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 4.1.16 **"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.
- 4.1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 4.1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 4.1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 4.1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 4.1.21 **"Purchaser"** means the organization purchasing the goods.
- 4.1.22 **"Republic"** means the Republic of South Africa.
- 4.1.23 **"SCC"** means the Special Conditions of Contract.
- 4.1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as but not limited to: installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 4.1.25 **"Written"** or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **4.2 APPLICATION**

- 4.2.1 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.
- 4.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 4.2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **4.3 GENERAL**

- 4.3.1 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.
- 4.3.2 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](http://www.treasury.gov.za).

## **4.4 STANDARDS**

- 4.4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **4.5 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.**

- 4.5.1 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.
- 4.5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 4.5.1 except for purposes of performing the contract.
- 4.5.3 Any document, other than the contract itself mentioned in GCC clause 4.5.1 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.
- 4.5.4 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.



#### **4.6 PATENT RIGHTS**

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.

#### **4.7 PERFORMANCE SECURITY**

4.7.1 Within thirty (30) Business days of receipt of the notification of contract award, the Service Provider shall furnish to the purchaser the performance security of the amount specified in SCC.

4.7.2 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.

4.7.3 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 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 a cashier's or certified cheque.

4.7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) Business days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

#### **4.8 INSPECTIONS, TESTS AND ANALYSES**

4.8.1 All pre-bidding testing will be for the account of the bidder.

4.8.2 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 representative of the Department or an organization acting on behalf of the Department.

4.8.3 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.

4.8.4 If the inspections, tests and analyses referred to in clauses 4.8.2 and 4.8.3 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.

4.8.5 Where the supplies or services referred to in clauses 4.8.2 and 4.8.3 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.

4.8.6 Supplies and services which are referred to in clauses 4.8.2 and 4.8.3 and which do not comply with the contract requirements may be rejected.

4.8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.

4.8.8 The provisions of clauses 4.8.4 to 4.8.7 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 4.23 of GCC.

#### **4.9 PACKING**

4.9.1 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.

4.9.2 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.

#### **4.10 DELIVERY AND DOCUMENTS**

4.10.1 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.

4.10.2 Documents to be submitted by the supplier are specified in SCC.

#### **4.11 INSURANCE**

4.11.1 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.

#### **4.12 TRANSPORTATION**

4.12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

#### **4.13 INCIDENTAL SERVICES**

4.13.1 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; furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 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 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.

4.13.2 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.

#### **4.14 SPARE PARTS**

4.14.1 As specified in the 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.

#### **4.15 WARRANTY**

4.15.1 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 actor omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

4.15.2 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.

4.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

4.15.4 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.

- 4.15.5 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.

#### **4.16 PAYMENT**

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

#### **4.17 PRICES**

- 4.17.1 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.

#### **4.18 CONTRACT AMENDMENTS**

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

#### **4.19 ASSIGNMENT**

- 4.19.1 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.

#### **4.20 SUBCONTRACTS**

- 4.20.1 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.

#### **4.21 DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 4.21.1 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.
- 4.21.2 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.
- 4.21.3 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.
- 4.21.4 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.
- 4.21.5 Except as provided under GCC Clause 4.25, 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 4.22, unless an extension of time is agreed upon pursuant to GCC Clause 4.21.2 without the application of penalties.
- 4.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

#### **4.22 PENALTIES**

4.22.1 Subject to GCC Clause 4.25, if the supplier fails 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 4.23.

#### **4.23 TERMINATION FOR DEFAULT**

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

- a) if the supplier fails to perform any or all of the services specified in the contract within the timeframes so agreed, or within any extension thereof granted by the purchaser pursuant to GCC Clause 4.21.2;
- 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.

4.23.2 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 like 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.

4.23.3 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.

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

4.23.5 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.

4.23.6 If a restriction is imposed, the purchaser must, within five (5) Business 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.

4.23.7 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, 2004 (Act 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.

#### **4.24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

#### **4.25 FORCE MAJEURE**

4.25.1 Notwithstanding the provisions of GCC Clauses 4.22 and 4.23, 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.

4.25.2 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.

#### **4.26 TERMINATION FOR INSOLVENCY**

4.26.1 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.

#### **4.27 SETTLEMENT OF DISPUTES**

4.27.1 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.

4.27.2 If, after thirty (30) Business 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.

4.27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

4.27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

4.27.5 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.

#### **4.28 LIMITATION OF LIABILITY**

4.28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 4.6;

- 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.

#### **4.29 GOVERNING LANGUAGE**

4.29.1 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.

#### **4.30 APPLICABLE LAW**

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

#### **4.31 NOTICES**

4.31.1 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.

4.31.2 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.

#### **4.32 TAXES AND DUTIES**

4.4.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

4.32.3 A local supplier shall be entirely responsible for all taxes, duties, and license fees incurred until delivery of the contracted goods to the purchaser.

4.32.3 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.

#### **4.33 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIP)**

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

#### **4.34 PROHIBITION OF RESTRICTIVE PRACTICES**

4.34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, 1998 (Act 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).

4.34.2 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, 1998 (Act 89 of 1998).

4.34.3 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.

**SECTION 5  
PART A  
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:	<b>WCGHCC0008/2024:</b>	CLOSING DATE:	<b>31 MAY 2024</b>	CLOSING TIME:	<b>11:00 AM</b>
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DESCRIPTION	<b>PROVISION OF A CLINICAL SERVICE TO APPROPRIATELY REFERRED PATIENTS REQUIRING SEMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP) FOR THE PERIOD OF THREE YEARS.</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar  
Boulevard & Frans Conradie Avenue, Bellville

MARKED "DEPARTMENT OF HEALTH"

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
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CONTACT PERSON	Ncumisa Ntaka	CONTACT PERSON	Muhammad Moosajee
TELEPHONE NUMBER	(021) 483 3720	TELEPHONE NUMBER	(021) 483 5661
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:Ncumisa.Ntaka@westerncape.gov.za">Ncumisa.Ntaka@westerncape.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Muhammad.Moosajee@westerncape.gov.za">Muhammad.Moosajee@westerncape.gov.za</a>

**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	TCS PIN:		AND CSD 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 AFRICAN	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			

NATIONAL ACCREDITATION SYSTEM (SANAS)			
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**[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 PART B:3]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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



TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
<b>NOTE</b>	<i>In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide comment or make reference to attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood conditions by writing "Yes" or "No" in the next column.</i>	
<b>1.1</b>	<p><b>SCOPE:</b></p> <p>The Western Cape Government: Health &amp; Wellness (WCHW) serves as the sole provider of public health services in the province. Included in the provision of health services is the surgical termination of pregnancy to patients who meet the appropriate criteria.</p> <p>Where the need so arises, the WCHW (through its relevant health facilities) may outsource the performance of certain functions to suitable external service providers.</p> <p>Due to current short-term and envisaged long-term bed &amp; theatre capacity constraints at various facilities, the WCHW has initiated this bid for the purposes of acquiring the provision of a clinical service to appropriately referred patients requiring trimester two surgical termination of pregnancy (T2 TOP) across the province.</p> <p>This contract will be in place as an option for public health facilities to use a service provider for the provision of T2 TOP, where they are otherwise unable to deliver the service at the specified referring public health facility or are unable to make any internal arrangements to provide the service.</p> <p>The contract will be applicable to all public health facilities in the province servicing patients who require trimester two surgical termination of pregnancy. Facilities may refer patients to the appointed service provider who will provide the necessary treatment on behalf of and at the agreed upon fee to the facility.</p> <p>Geographical considerations dictate that contractual awards may be made to multiple successful bidders. Bids will be considered from service providers who are only able to provide the required service in specific districts in the province. WCHW reserves the right to determine the number of service providers required per district on the basis of the service need, and provider capacity.</p>	
<b>1.2</b>	<p><b>CONTRACT PERIOD</b></p>	
1.2.1	The contract will be for a fixed period of Five (5) years.	
1.2.2	The Western Cape Government: Department of Health & Wellness reserve the right to extend or terminate the agreement at expiration subject to the terms of the agreement.	
<b>1.3</b>	<p><b>REGULATORY REQUIREMENTS</b></p>	
1.3.1	The service provider must comply with all relevant statutory requirements, in particular the Choice on Termination of Pregnancy Act no. 92 of 1996 and the amendment Act 1 of 2008 in the performance of its obligation.	
1.3.2	The service provider must perform its obligation in accordance with the relevant provisions contained in the National Clinical Guideline for Implementation of the Choice on Termination of Pregnancy Act (2020) and the National Clinical Guideline for Contraception (2019).	
1.3.3	The service provider must provide proof that they are currently registered as a designated / accredited TOP service provider, as per requirements of the Amendment Act 1 of 2008.	
1.3.4	If not designated / accredited as a TOP service provider, the service provider must be willing to be evaluated for compliance with the requirements as per Amendment Act 1 of 2008, in order to gain formal accreditation and thereby qualify to bid for this contract.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 2 - THE BID PROCESS</b>	
2.1	<p><i>Registration as interested party</i>                      Following the publication of the invitation to bid, the bidders requesting bid documents will be registered as interested parties</p>	
	<b>SECTION 3 - INSTRUCTIONS FOR COMPLETING BID DOCUMENTS</b>	
3.1	Please provide all compulsory documents required in the bid invitation in the full name of the bidder.	
3.2	Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder.	
3.3	Please complete all the documents and forms provided in this bid document and furnish all the requested information.	
3.4	Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the specifications in that subsection.	
3.5	A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.	
3.6	It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.	
3.7	If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.	
3.8	You are permitted to submit testimonials to support your statements of competence and must confirm that these are true and accurate reflections of the service which you intend providing.	
3.9	If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.	
3.10	Please provide an index/summary of all supporting documents with your bid response.	
3.11	The absence of evidence required to prove your compliance with the bid specifications will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.	
3.12	Re-typing, pdf or other digital conversions and/or amendment of the original bid document are not allowed, and will invalidate your bid response.	
3.13	Response fields that have been left blank intentionally or unintentionally, have been marked with a '✓□', '×□', or other symbols will be considered non-responsive to the particular question.	
	<b>SECTION 4 - BID CLARITY</b>	
4.1	<p>(i) <b>The Department</b> reserves the right to request clarifying information from a bidder.</p> <p>(ii) <b>Bidders or interested parties</b> may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, so as to promote the principle of unbiased communication with the parties.</p>	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 5 - BID AWARDING</b>	
5.1	All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.	
5.2	Bids that are found compliant in terms of the mandatory, statutory and financial requirements will be evaluated.	
5.3	The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury Department and the Western Cape Government Health & Wellness procurement parameters.	
5.4	The Department will establish a bid evaluation committee to adjudicate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation. Please refer to Evaluation Criteria.	
	<b>SECTION 6 – OBLIGATIONS OF THE SERVICE PROVIDER</b>	
	The gestational age applicable for referral to the service provider will be from 13 up to 20 weeks. Referring public health facilities will evaluate complex / more advanced gestations (from 17 up to 20 weeks) on a case-by-case basis to determine whether they are appropriate for referral or should be managed at the public health facility.	
	The following requirements are obligatory on the service provider:	
6.1	Provide appropriate pre-procedure counselling	
6.1.1	Ensure that staff / practitioners performing the pre-procedure counselling are experienced and trained in the provision of psychosocial services.	
6.1.2	Ensure that all relevant information materials pertaining to the procedure are provided / illustrated to the patient. These include information relating to potential side effects of any medication provided before / during or after the procedure.	
6.1.3	Ensure that all relevant information materials pertaining to contraceptive use are provided to the patient prior to the procedure, including that which is available to be provided immediately, Post-TOP and those which can be administered during a follow-up visit.	
6.1.4	Ensure that the patient provides written consent to proceed with the termination of pregnancy.	
6.2	Provide appropriate pre-procedure evaluation including ultrasonographic assessment of gestational age.	
6.2.1	Ensure that staff / practitioners performing pre-procedure evaluation are experienced and trained in the operation of ultrasonographic equipment and reading / interpretation of results thereof.	
6.3	Provide appropriate cervical priming and ensure that the correct medicines / apparatus is used for such.	
6.3.1	Cervical priming may be done mechanically e.g. with the use of intracervical catheter, or	
6.3.2	Medically with the use of appropriate medicines e.g. Misoprostol	
6.3.3	The method for cervical priming is at the discretion of the operating medical practitioner	
6.4	Provide the necessary sedation when required	
6.4.1	The service provider must ensure it has the required equipment / consumables and appropriately trained staff to provide sedation to a patient, where required	

6.4.2	The referring health facility will indicate to the service provider where a patient requires sedation.
6.4.3	The service provider must also be able to provide sedation where it has not been pre-determined but is required during the procedure. This is at the discretion of the operating practitioner, who must be experienced and trained to make this decision.
6.5	Surgical evacuation of the uterus by a skilled practitioner
6.5.1	Ensure that the practitioner performing the procedure is experienced and trained in the surgical evacuation of the uterus.
6.5.2	Ensure that the appropriate surgical equipment is used for the procedure
6.5.3	In the event of a perforation or profuse bleeding during the procedure, in addition to having the necessary on-site consumables / equipment to manage complications, an emergency referral plan must also be submitted by the service provider as part of its contingency measures to manage mid-procedure complications. The plan must contain a set of standard protocols which need to be followed in the event that an emergency referral is required. This must be operationally coordinated with each individual referring facility.
6.6.	Provide the necessary antibiotics, analgesics and Anti-D medication as indicated
6.6.1	Ensure that the necessary antibiotic is given to patient to ensure control against post-TOP infection e.g. Doxycycline, Azithromycin etc.
6.7.	Provide post-procedure counseling
6.7.1	Ensure that staff / practitioners performing the post-procedure counselling are experienced and trained in the provision of psychosocial services.
6.8	Post TOP Contraception / Family Planning
6.8.1	Ensure that patients are provided with contraceptives during post-procedure counselling. Patients should have been provided with all relevant information materials pertaining to the available contraceptives in the pre-procedure counselling and should be encouraged to take up a contraceptive method that they choose or prefer to prevent further unwanted pregnancy.
6.8.2	The service provider may obtain contraceptives / family planning medicines / information from the WCHW through the established Call for Service program, subject to the relevant processes thereof.
6.8.3	In cases where the referring facility request that implant (e.g. Implanon) or Intrauterine Device IUD (e.g. Mirena) contraceptives be used, the service provider must ensure that staff who perform this have completed the appropriate training and have the relevant licenses for such. The service provider may coordinate with the Call for Service program to assist in obtaining these requirements.
6.8.4	Implant and IUD contraceptives will only be used where indicated by the referring facility and where such has been obtained from the WCHW through the Call for Service program.
6..9	Effective follow-up and management of complications or referral of complications and / or other resulting
6.9.1	Ensure that in cases where complications arise but do not require referral, that these cases are managed effectively, and the appropriate treatment is provided
6.9.2	Ensure that in cases where complications arise, and referral is required, that the service provider liaise with the initial referring facility to determine the appropriate treatment required.
6.10	The service provider must ensure that all relevant details of the practitioner and any other auxiliary staff present during a procedure are accurately recorded and maintained on a database.

6.11 In certain instances, use of the services may be challenging for facilities in outlying regions, specifically where there are no providers with an established footprint / facility therein. The service provider must, therefore, be able to work with the relevant district / facility towards initiating a satellite / roaming service to provide where the need for such exists.

The satellite / roaming service will require the service provider to make available the necessary personnel / practitioners to perform the services at a nominated public health facility within a particular district. The nominated facility will make available the necessary theatre requirements, auxiliary staff, equipment, consumables, and medicaments to assist with the procedures.

The satellite / roaming service will potentially be applicable to all districts, excluding the City of Cape Town (Metro) District.

#### **SECTION 7 – EQUIPMENT & FACILITY REQUIREMENTS**

7.1 The service provider must ensure that their facility(s) where the services will be performed are registered on the Master Health Facility List (MHFL) <https://mfl.csir.co.za/>

7.2 Where applicable, the service provider must ensure that their facility(s) are compliant in respect of the relevant Office for Health Standards Compliance requirements, or any such other Standards Framework such as The Council for Health Service Accreditation of Southern Africa NPC (COHSASA) or International Organization for Standardization ISO 9000.

7.3 Where applicable, the service provider must ensure that the medical equipment used for the procedures are accredited by the relevant regulatory body and the maintenance of such are done in accordance with the prescribed standards.

7.4 The service provider must ensure that the facilities from which it intends to perform the termination of pregnancy service complies with the requirements as stipulated in the Section 3 (1) of the Amendment Act 1 of 2008.

7.5 The service provider must ensure that it has equipment that is reasonable and necessary for the proper performance of the service.

7.6 The service provider must ensure it has the necessary ultrasonographic equipment of a reputable quality and must keep updated with technological advancement in the field.

7.7 The service provider must ensure it has all relevant consumables required to perform its obligation.

7.8 The service provider must have on-site emergency resuscitation equipment. These include procedure specific equipment in the event of complications e.g. Uterine Balloon Tamponade (UBT) kits.

7.9 The service provider must have facilities and equipment for clinical observation.

7.10 The service provider must have safe health care risk waste management practices in line with Provincial and National Policy Guidelines.

7.11 The service provider must have appropriate infection control measures.

#### **SECTION 8 – ADMINISTRATIVE & LOGISTICAL REQUIREMENTS**

8.1 The service provider must ensure that it has adequate public liability insurance commensurate with the risk to which its staff, Patients and members of the public are exposed to when performing the required services. Where applicable, clinical staff employed by the service provider are also required to have adequate medical malpractice insurance.

8.2 The service provider must ensure that it has direct telephonic and electronic lines of contact to allow ease of communication for facilities wishing to refer patients to the service provider.

8.3 The service provider must ensure that it makes available dedicated personnel which facilities may liaise with in respect of referrals, requests for records and data / statistics.

8.4	In consultation with each referring facility, the service provider must identify a hospital within the health district to which any emergencies arising from the TOP's can be transferred. This must form part of the emergency referral plan as stipulated in 6.5.3.	
8.5	The service provider must be able to provide transportation to and from their facility, in cases where the referring facility and patient are unable to do so.	
8.6	The service provider must ensure that personnel who accompany patients during post-procedure transport are trained in basic life support measures. The referring health facility may indicate where such personnel are also required for pre-procedure transportation in complex / high-risk cases.	
8.7	Due to geographical considerations, the provision of transportation services and fees thereof will differ across districts. The service provider is required to provide a global per patient fee for service (as indicated in attached pricing schedule), both inclusive and exclusive of transportation, for the relevant districts where it has indicated that capacity exists to provide the services for.  Where applicable, the service provider must also indicate the pre-conditions in respect of the use of transportation services. e.g., the global per patient fee inclusive of transportation is subject to X number of patients from a referring facility being booked for TOP on the same calendar day.	
8.8	The service provider must ensure that they have sufficient capacity to manage the various administrative requirements in respect of referrals of patients from different facilities (i.e. patient documentation, invoicing for payments etc.).	
8.9	The service provider must ensure that all communication (i.e. telephone / e-mail) with patients in respect of appointments and follow-up appointments are kept on record. The referring facility may, from time to time, request these records for audit purposes.	
8.10	The service provider must ensure that all relevant data / statistics is submitted to the district / sub-district Information Management office, to be specified by the referring facility.	
	<b>SECTION 9 - EVALUATION CRITERIA</b>	
	(i) <b>Phase 1:</b> Compliance with compulsory Western Cape and Central Supplier Databases registration and completion of the bid document. All bidders who comply with Phase 1 will proceed to <b>phase 2</b> .	
	(ii) <b>Phase 2:</b> Compliance with <b>evaluation criteria, as outlined below</b> . All bidders who comply with Phase 2 will proceed to phase 3.	
	(iii) <b>Phase 3:</b> Application of <b>points for price and BEE status</b> in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, to determine the highest total points scored by a bidder.	
	Please complete the <b>documentary proof summary sheet</b> below as evidence of your ability to confirm your compliance with the evaluation criteria on the previous page. <b>All of the below mention must be valid at the time of bid closing. Proof of application for registration and similar will not be accepted.</b>	
	<b>Bidders who do not submit all of the requested documents below or do not comply with all of the requirements below WILL be disqualified from further evaluation.</b>	
No	Criteria	Proof attached (tick where applicable)
1	Service providers must indicate and substantiate their proven track record and experience in delivering the service.	Yes No
2	The service provider must provide reference details of institutions to which it has delivered the same service. This is applicable for both private and public institutions.	Yes No
3	The service provider must indicate which districts it has the capacity to service. The first selection grouping is where the service provider is able to service the district via their own dedicated facility(s), and the second selection grouping is where the service provider is only able to provide a satellite / roaming service.	

	<p>Bids will be considered from service providers who can provide the service in specific districts in the province. The service provider must indicate which of the below listed districts it is able to provide the service for:</p> <p>City of Cape Town West Coast Overberg Cape Winelands Central Karoo Garden Route</p> <p>Service providers may indicate below, where they are able / willing to make available a satellite / roaming service to a particular district. The satellite / roaming service is not applicable for the City of Cape Town (Metro) District.</p> <p>West Coast Overberg Cape Winelands Central Karoo Garden Route</p>	<p>Yes Yes Yes Yes Yes Yes</p> <p>Yes Yes Yes Yes Yes</p>	<p>No No No No No No</p> <p>No No No No No</p>
4	<p>The service provider must provide proof that they are currently registered as a designated / accredited TOP service provider, as per requirements of the Amendment Act 1 of 2008</p> <p>During the evaluation process, the WCHW reserves the right to perform a physical site inspection on any facility intending to be used by the service provider to carry out its obligation. This is to ensure they comply with the requirements for a TOP facility as stipulated in Amendment Act 1 of 2008.</p>	<p>Yes</p>	<p>No</p>
5	<p>The service provider must provide proof that its personnel are suitably qualified and properly trained to perform the required services as follows:</p> <p>Practitioners performing the ultrasonographic assessment and the surgical evacuation of uterus to provide evidence of registration with Health Professionals Council of South Africa</p> <p>Practitioners performing the ultrasonographic assessment and the surgical evacuation of uterus to provide evidence that they have completed necessary special training required to perform termination of pregnancy.</p> <p>Practitioners / facilities must be in possession of the relevant licences and permits in accordance with the relevant Acts as per below:</p> <ul style="list-style-type: none"> <li>• Pharmacy Act (Act no 53 of 1974)</li> <li>• Medicines and Related Substances Act, 1965 (Act No. 101 of 1965)</li> <li>• Good Pharmacy Practice in South Africa</li> <li>• Nursing Act, 2005 (Act No. 33 of 2005)</li> <li>• National Health Act (Act No 61. of 2003)</li> <li>• National HIV Testing Services; Policy 2016</li> <li>• Western Cape Health Care Risk Waste Management Regulations 2013</li> <li>• The Protection of Personal Information Act, 2013 (Act no.4 of 2013) ("POPI")</li> <li>• Promotion of Access to Information Act, 2000 (Act no.2 of 2000) ("PAIA")</li> <li>• Promotion of Administrative Justice Act, 2000 (Act no.3 of 2000) ("PAJA")</li> <li>• National Policy on Quality Healthcare, 2007</li> </ul> <p>The service provider must ensure that the validity of the relevant staff licensing, permits and registrations are maintained. Proof of such must be made available to the Department upon request, and in cases where new staffing appointments have been made.</p>	<p>Yes Yes Yes</p> <p>Yes</p>	<p>No No No</p> <p>No</p>

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 10 OBLIGATIONS OF THE WCHW</b>	
10.1	The Department / referring public health facility shall provide the Service Provider with timely access to information reasonably required by the Service Provider to perform its obligations in accordance with the Service Level Agreement.	
10.2	The referring public health facility must ensure that patients are appropriately referred to the service provider. The service provider can provide confirmation of gestational age as per section 6.2 of the service provider's obligation.  The referring public health facility / district must coordinate with the service provider in respect of initiating a satellite / roaming service for the specific district.	
	<b>SECTION 11- PRICING AND PAYMENT</b>	
11.1	The service provider is required to complete the below pricing schedules for each of the districts where it has indicated that capacity exists to provide the required services for.	
11.2	The service provider must quote a global fee per patient fee for the procedure, in accordance with the obligations as stipulated in section 6.	
11.2.1	The quoted per patient fee must include individual pricing for all mandatory services as well as per additional services, as follows:	
11.2.2	Mandatory services - Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation.	
11.2.3	The service provider must provide a global per patient fee which is also exclusive of transportation, as stipulated in 8.6 and 8.7.	
11.2.4	The service provider must provide a global per patient fee which is also exclusive of family planning / contraceptives. This is to make provision for cases where the patient either has declined post-TOP contraceptives or the service provider has obtained contraceptives from the WCHW. Implant / IUD contraceptives must only be administered when obtained from the WCHW and at the request of the referring facility.	
11.2.5	Additional services – Pre-determined sedation & Mid-procedure sedation	
11.5	As stipulated in 6.10, the service provider must indicate a per procedure fee for a Satellite / Roaming service. This includes the services as described in 6.1 to 6.8 but excludes patient transportation. All equipment, consumables and medicaments are also to be provided by WCHW facility where the procedure(s) are to be performed).  Different pricing 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 (e.g. inflationary increases) during the contract period should bid fixed percentages for various periods, i.e. Year 1, 2, 3, 4 & 5.	
11.6	<b>No adjustments will be considered, however, before 3 months of the contract period have expired</b> , and after that adjustments will be considered at the utmost three monthly.	
11.7	In the interest of security and expeditious payment, it is the policy of the Department to effect payments by <b>electronic funds transfer (EFT)</b> into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the service-provider will be required to furnish the Department with its banking details for the systems in operation ( <b>Logis, BAS, Syspro</b> ) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.	
11.8	On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within <b>30 calendar days from date of receipt of</b>	



	<p><b>invoice</b>, subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.</p>	
12.1	<p><b>SECTION 12 - NEGOTIATIONS</b></p> <p>The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding <i>inter alia</i> price revisions, increases and service delivery should it be deemed necessary.</p>	
13.1	<p><b>SECTION 13-PERFORMANCE MONITORING</b></p> <p>Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections will take place to ensure that the service is being rendered according to the contract, whether the service is being performed at a Departmental site or at the Contractor's own site. On a quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes</p>	
14.1	<p><b>SECTION 14 – GENERAL</b></p> <p>Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Western Cape Government: Health &amp; Wellness. The Western Cape Government: Health &amp; Wellness reserves the right, in its sole discretion:</p> <ul style="list-style-type: none"> <li>(i) To amend the bid process, closing date or any other date at its sole discretion,</li> <li>(ii) To cancel the bid or any part of the bid before the bid has been awarded,</li> <li>(iii) 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,</li> <li>(iv) Not to award the bid to the highest points or lowest price,</li> <li>(v) To reject all responses submitted and to embark on a new bid process,</li> <li>(vi) To withdraw any services from the bid process,</li> <li>(vii) To terminate any party's participation in the bid process</li> <li>(viii) or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party;</li> <li>(ix) To extend or expand the contract on written request from the Department.</li> </ul>	
14.2	<p>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,</p>	

## SPECIAL CONDITIONS OF BID

These Special Conditions of Contract are applicable to this bid by the Western Cape Government. Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

### 1. APPLICATION

- 1.1 These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Western Cape Government ("WCG").
- 1.2 By submitting a bid in response to the bid invitation from the WCG, a bidder accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.

### 2. SPECIFIC EXCLUSIONS

The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the WCG:

- 2.1 Subcontracts – clause 20;
- 2.2 Penalties – clause 22;
- 2.3 Settlement of Disputes – clause 27; and
- 2.4 Limitation of liability – clause 28.

### 3. REPLACEMENT CLAUSES

- 3.1 *Clause 20 of the GCC is substituted with the following:*

#### **Subcontracts and assignment**

- 3.1.1 The Service-provider may not assign, cede, delegate or transfer any of its rights or obligations without the WCG's prior written consent and subject to the relevant WCG procurement prescripts.
- 3.1.2 The Supplier may only sub-contract with the prior written consent of the WCG and subject to the provisions of the Preferential Procurement Policy Framework Regulations, 2011 and other relevant WCG procurement prescripts.
- 3.2 *Clauses 22 and 28 of the GCC are substituted with the following:*

#### **Penalties and Damages**

- 3.2.1 The WCG may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.
- 3.2.2 The WCG's decision to impose a penalty, or claim damages *in lieu* of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.
- 3.2.3 In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.
- 3.3 *Clause 27 of the GCC substituted with the following:*

#### **Settlement of Disputes**

- 3.3.1 Should a dispute arise between the parties concerning this contract, the parties shall attempt to resolve the dispute by negotiation. As such the aggrieved party must invite the other party in writing to a meeting within 7 (seven) calendar days to endeavour to resolve the dispute as soon as possible.
- 3.3.2 If the dispute is not resolved by such negotiation, the parties will, upon agreement, refer the dispute to mediation and/or arbitration to be conducted as set out further on. If agreement cannot be reached on whether to refer the dispute to mediation or arbitration, or if better suited, a party may institute legal proceedings in a court of competent jurisdiction to resolve the dispute.

## SPECIAL CONDITIONS OF BID (CONTINUED)

### 3. REPLACEMENT CLAUSES

#### Settlement of Disputes

- 3.3.3 No referral of any dispute for a resolution process will relieve any party from any liability for the due and punctual performance of its responsibilities under the contract.
- 3.3.4 Notwithstanding anything other provisions a party shall be precluded from obtaining interim, interdictory or similar relief from a court of competent jurisdiction.

### 4. PAYMENT

- 4.1 The WCG will pay the service-provider for the services rendered or goods provided.
- 4.2 Notwithstanding the WCG's right to impose penalties, the WCG may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the supplier.

### 5. INDEMNITY

The service-provider indemnifies the WCG against all and any claims which may arise, directly or indirectly, from the rendering of the services or supply of the goods by the supplier and where such claim was caused by the negligence, violation of law or breach of any contractually agreed terms or conditions by the service-provider, its employees, agents or representatives.

### 6. CONFIDENTIALITY AND DISCLOSURE

- 6.1 The supplier must treat all information and records furnished to it by the WCG, or arising from the execution of the contract, as confidential. The service-provider will not disclose this information to a third party without the WCG's prior written consent.
- 6.2 The WCG may only disclose records of the supplier, including the service-provider's bid response, to a third party in accordance with the provisions of the Promotion of Access to Information Act 2 of 2000.
- 6.3 The supplier will not, without the prior written consent of the WCG, cause any public statement to be made relating to the contract with the WCG.
- 6.4 This clause and its sub-clauses will survive termination of the contract between the parties unless otherwise agreed in writing.

### 7. BREACH

- 7.1 If a party commits a breach of any of the provisions of the contract the other party may notify the defaulting party of such breach by giving written notice, setting out the breach, and requesting the defaulting party to remedy the breach within, at least, seven calendar days.
- 7.2 In the event that the defaulting party fails to remedy a material breach to the satisfaction of the non-defaulting party, after notice was given in terms of clause 7.1 above, the non-defaulting party may, notwithstanding any other provision of the contract, or rights which the non-defaulting party may have in law, cancel the contract.
- 7.3 A repeated non-material breach of any of the terms and conditions of the contract, and of which notice was given in terms of clause 7.1 above, may also constitute a material breach. In such event the provisions of clause 7.2 above will apply *mutatis mutandis*.
- 7.4 Notwithstanding any other provision of the contract between the parties, the WCG may suspend the contract, or part thereof, without payment, with reasonable written notice to the service-provider, when there is an imminent and serious public safety or environmental risk caused by the rendering of the services.

## SPECIAL CONDITIONS OF BID (CONTINUE)

These Special Conditions of Contract are applicable to this bid by the Western Cape Government. Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

### 8. WAIVER

- 8.1 No waiver of any of the terms and conditions of the contract will be binding unless agreed to in writing by the party waiving the right, and any such waiver will be limited to the specific instance and for the purpose given.
- 8.2 No failure or delay by either party in exercising any right, power or privilege precludes any other, or further, exercising thereof or the exercising of any other right, power or privilege.
- 8.3 No indulgence, leniency or extension of time which a party ("the Grantor") may grant or show the other party, will in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract

## DISPUTE RESOLUTION PROCESSES

### MEDIATION

1. Any dispute arising out of or in connection with this contract may be referred by the parties, without legal representation, to a mediator.
2. The dispute shall be heard by the mediator at a place and time to be determined by him or her in consultation with the parties.
3. The mediator shall be selected by agreement between the parties.
4. If agreement cannot be reached upon a particular mediator within five calendar days after the parties have agreed to refer the matter to mediation, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the mediator within ten calendar days after the parties have failed to agree.
5. The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
6. The parties shall have fourteen calendar days within which to finalise their representations. The mediator shall within fourteen calendar days of the receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
7. The opinion so expressed by the mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the mediator. In such event, the aggrieved party may institute legal proceedings in a court of competent jurisdiction, unless the parties agree to refer the dispute to arbitration. The expressed opinion of the mediator shall not prejudice the rights of either party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
8. The cost of mediation shall be determined by the mediator.
9. Liability for such cost shall be apportioned by the mediator and shall be due and payable to the mediator on presentation of his or her written account.

### ARBITRATION

1. The Parties may agree to refer any dispute arising out of or in connection with this contract, to arbitration.
2. Arbitration shall be held in Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen calendar days.
3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is:
  - (a) primarily a legal matter, a practising senior advocate of the Cape Bar;
  - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

4. If agreement cannot be reached on whether the question in dispute falls under 3(a) or 3(b) above and/or upon a particular arbitrator within seven calendar days after the parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall:
  - (a) determine whether the question in dispute falls under 3(a) or 3(b); and/or
  - (b) within seven calendar days after the parties have failed to agree, appoint an arbitrator from two arbitrators nominated by each party.
5. The arbitrator shall give his or her decision within fourteen calendar days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration be paid either by one or both parties and at such ratio as deemed appropriate by the arbitrator.
6. The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon application by either party.

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PERFORM A CLINICAL SERVICE FOR APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS, FOR A FIVE-YEAR PERIOD**

NAME OF BIDDER:.....

BID NUMBER: **WCGHCC0008/2024**

**CLOSING TIME: 31 MAY 2024**

OFFERS TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	PER PATIENT FEE FOR SURGICAL TERMINATION OF PREGNANCY; AND FEE PER PATIENT FOR ADDITIONAL SERVICES					
1.1	Fee Per Procedure (Basic: Pre-procedure counselling, Pre-procedure ultrasonographic assessment, Cervical priming, Surgical evacuation of the uterus, Provision of anti-biotics, analgesics & Anti-D prophylaxis, post-procedure counselling, provision of Family planning / contraceptives and Patient transportation).	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)
1.2	Basic Fee Per Procedure (as listed in 1.1) excluding patient transportation.	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)
1.3	Basic Fee Per Procedure (as listed in 1.1) excluding the provision of family planning / contraceptives.  In the event both patient transportation & family planning services are excluded, pricing adjustments will be made through the agreed upon billing processes.	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)
1.4	Fee Per Additional Service: Pre-determined Sedation	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)
1.5	Fee Per Additional Service: Mid-procedure Sedation.	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)

**IMPORTANT NOTES: The questionnaire below must be completed in full by replying to each and every question.**

- A. Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? .....
- C. If not, indicate deviations on attached specification or separate sheet .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2 .....

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PERFORM A CLINICAL SERVICE FOR APPROPRIATELY REFERRED PATIENTS REQUIRING TRIMESTER TWO SURGICAL TERMINATION OF PREGNANCY (T2 TOP), FOR THE WESTERN CAPE GOVERNMENT: HEALTH & WELLNESS, FOR A FIVE-YEAR PERIOD**

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1.6	Fee Per Procedure – Satellite / Roaming service (as listed in 1.1 but excludes patient transportation. All equipment, consumables, and medicaments also to be provided by WCHW facility where procedure(s) are to be performed).	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)

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**CLOSING TIME: 31 May 2024** OFFERS TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

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1.5	Fee Per Additional Service: Mid-procedure Sedation	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)
1.6	Fee Per Procedure – Satellite / Roaming service (as listed in 1.1 but excludes patient transportation. All equipment, consumables, and medicaments also to be provided by WCHW facility where procedure(s) are to be performed).	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)	R ..... (per patient)

**IMPORTANT NOTES: The questionnaire below must be completed in full by replying to each and every question.**

- A. Period required for commencement of contract after acceptance of bid .....
- B. Is offer strictly to specification? .....
- C. If not, indicate deviations on attached specification or separate sheet .....
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number .....
- F. Are the prices quoted for the service firm for the full contract period? .....
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2 .....

## DEFINITION OF PRICING STRUCTURES

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

### 1. Firm prices

- 1.1 Firm prices means **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. FIVE tier prices (firm 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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=		

2. **Non-firm prices**

**Non-firm prices** are prices **linked to proven adjustments**.

2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and bidders must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g. manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

2.2 **In cases where prices are subject to the escalation formula, the following table must be completed.**

**In this category price escalations will only be considered in terms of the following:**

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

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

3. **The following index/indices was/were used to calculate the bid price:**

- 3.1 Index .....dated                      Index .....dated                      Index .....dated
- Index .....dated                      Index .....dated                      Index .....dated



## PROVINCIAL GOVERNMENT OF WESTERN CAPE

### DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters 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 (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

#### 3. Definitions

**“bid”** means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation 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, or
- (d) 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;

**“CSD”** means the Central Supplier Database maintained by National Treasury;

**“employee”**, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

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“**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, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“**intermediary**” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“**Institution**” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“**Provincial Government Western Cape (PGWC)**” means

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

“**RWOPS**” means —

Remunerative Work Outside the Public Service

“**spouse**” means a person’s —

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion;

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

- (i) resigned as an employee of the government institution or;
- (ii) cease conducting business with an organ of state or;
- (iii) resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, 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.

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6. The bid of any bidder may be disregarded if that bidder or any of its directors 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.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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**SECTION A: DETAILS OF THE ENTITY**

<b>A1.</b>	CSD Registration Number	<b>MAAA</b> _____
<b>A2.</b>	Name of the Entity	
<b>A3.</b>	Entity registration number (where applicable)	
<b>A4.</b>	Entity Type	
<b>A5.</b>	Tax Reference Number	
<b>A6.</b>	Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, should be disclosed in the Table A below.	

**TABLE A**

<b>FULL NAME</b>	<b>DESIGNATION</b> <small>(Where a director is a shareholder, both should be confirmed)</small>	<b>IDENTITY NO</b>	<b>PERSONAL TAX REF NO</b>	<b>% INTEREST IN ENTITY</b>

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**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the pub enterprise should first obtain the necessary approval (RWOP), failure to submit proof of such authority, where applicable, may result in disciplinary action.

<b>B1.</b>	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <b>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</b>	NO	YES
<b>B2.</b>	Are any employees of the entity also employees of an organ of state? <b>(If yes complete Table B and attached "RWOP")</b>	NO	YES
<b>B3.</b>	Are any family members of the persons listed in Table A employees of an organ of state? <b>(If yes complete Table B)</b>	NO	YES

**TABLE B**

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

<b>FULL NAME OF INSTITUTION EMPLOYEE</b>	<b>IDENTITY NO</b>	<b>DEPARTMENT/ ENTITY OF EMPLOYMENT</b>	<b>DESIGNATION/ RELATIONSHIP TO BIDDER</b>	<b>INSTITUTION EMPLOYEE NO/PERSAL NO</b> (Indicate if not known)	<b>% INTEREST</b>

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

**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.*

<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? <b>(If yes, complete Table C)</b>	NO	YES
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**TABLE C**

**C2.** Complete the table below to the maximum of the last 5 contracts

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

<b>C3.</b>	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
<b>C4.</b>	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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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
<b>C5.</b>	If 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
<b>C6.</b>	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

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## 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: \_\_\_\_\_

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

**SECTION 8****THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**


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

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**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, licensee 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 [elias@thedti.gov.za](mailto:elias@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:	<b>WCGHCC0008/2024</b>	Closing date:	<b>31 May 2024</b>
Name of bidder:	.....		
Postal address:	.....		
Signature:	.....	Name in print:	.....
Date:	.....		

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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 BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE**

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### 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; **(Therefore in the context of the 2017 regulations “bidder” and “tenderer” have the same meaning**
- 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 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.14 **“non-firm prices”** means all prices other than “firm” prices;
- 1.15 **“person”** includes a juristic person;
- 1.16 **“price”** includes all applicable taxes less all unconditional discounts;
- 1.17 **“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.

- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **“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;
- 1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2017;
- 1.23 **“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*;
- 1.24 **“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
- 1.25 **“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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or**
- 2.3 Preference points for this bid 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:

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 11 of the Regulations, 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 80 for price; and
- (b) 0 points out of 20 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 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest –points for functionality.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 6 (2) and 7 (2) of the Regulations 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

5.2 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

- 5.3 A **QSE that is less than 51% (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.
- 5.4 A **QSE that is at least 51% 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.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5**

7.1 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 5.1 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.***

**8. SUB-CONTRACTING**

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

8.1.1 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. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of company/ entity: .....
- 9.2 VAT registration number: .....
- 9.3 Company Registration number: .....

**9.4 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 13O 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 9.1 (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 9.4 (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% 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. ....

**SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE**

1. I, the undersigned

<b>Full name and surname</b>	
<b>Identity number</b>	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise name</b>	
<b>Trading name</b>	
<b>Registration number</b>	
<b>Enterprise address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % Black owned;
- The enterprise is \_\_\_\_\_ % Black woman owned;
- Based on management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (e) as amended (select one) \_\_\_\_\_ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

<b>100% Black owned</b>	<b>Level One (135% B-BBEE procurement recognition)</b>	
<b>More than 51% Black owned</b>	<b>Level Two (125% B-BBEE procurement recognition)</b>	
(a) At least <b>25%</b> of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	(b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
(c) At least <b>25%</b> transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

**Deponent signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Commissioner of Oaths signature & stamp**

