



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

BID NUMBER: **WCGHSC 0398/2023**

CLOSING DATE: **01 December 2023**

CLOSING TIME: **11h00**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A BASKET OF WELLNESS SERVICES TOWARDS A WELLNESS APPROACH FOR A PERIOD OF THREE YEARS.**

Each bid must be deposited in a **sealed envelope** with the **name and address of the Service Provider, the bid number and closing date**. These conditions also apply to **a bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** situated in the foyer of the main entrance of the Western Cape Government Building 4 Dorp Street (**next to the Cape High Court**) at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **06:00 – 21:00 a day, 7 days a week**.

Please ensure that bids are delivered **to the correct address before bid closing**. **Late bids** will not be accepted for consideration and, where possible, will be **returned unopened** to the Service Provider accompanied by an explanatory letter. **No Service Providers' names or prices will be read out** after closing time when the bid box is opened, and bids are removed by Sourcing officials.

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

**Unregistered Service Providers or Service Providers with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered Service Provider must register as a supplier on the CSD prior to bidding.**

Central Supplier Database self-registration only: [www.csd.gov.za](http://www.csd.gov.za)

Contact email: [SCM.eProcurementDOH@westerncape.gov.za](mailto:SCM.eProcurementDOH@westerncape.gov.za)

**Where a Service Provider's tax compliance status cannot be verified or if a Service Provider's tax status is non-compliant on the CSD, the Service Provider will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4**. Potential bidders are to complete the applicable affidavit which is applicable to your company. All other mandatory documents held on the CSD will be accepted by the Department of Health and Wellness (WCGHW) for consideration of formal bids.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

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

Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures up to 3 working day prior to bid closing. Any request for clarification must be submitted by email to Dineo Tong ([Dineo.Tong@westerncape.gov.za](mailto:Dineo.Tong@westerncape.gov.za))

Answers to any written queries referred to Supply Chain Sourcing in accordance with the above-mentioned paragraph will be responded to via email, which information will also be published on the E-tender portal at <https://www.etenders.gov.za/>.

C Munnik

for HEAD OF DEPARTMENT

DATE: 07/11/2023

**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.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WCGHSC 0398/2023	CLOSING DATE:	01 December 2023	CLOSING TIME:	11:00 am
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER A BASKET OF WELLNESS SERVICES TOWARDS A WELLNESS APPROACH FOR A PERIOD OF THREE YEARS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Western Cape Government Building 4 Dorp Street Cape Town (next to the Cape High Court)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms D Tong		CONTACT PERSON	Ms Kelly Fortune	
TELEPHONE NUMBER	(021) 483 3987		TELEPHONE NUMBER	083-947 9395	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Dineo.Tong@westerncape.gov.za">Dineo.Tong@westerncape.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:kelly.fortune@westerncape.gov.za">kelly.fortune@westerncape.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>AND</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

ACREDITATION SYSTEM (SANAS)			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes  [IF YES ENCLOSE PROOF]	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
<b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</b>

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE:.....

February 2023

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A BASKET OF WELLNESS SERVICES TOWARDS A WELLNESS APPROACH FOR A PERIOD OF THREE YEARS.**

A Compulsory Information session will be held in respect of this bid invitation. Bidders must ensure that the person completing the bidding information must also be in attendance.

The details are as follows:

Date: 22 November 2023

Time: 10:00 till 12:00 (No bidder will be allowed after 10H00)

Venue & room no.: Rhinoceros boardroom, Bellville Health Park, Frans Conradie Dr, Bellville West, Cape Town

For details contact: Lithakazi Mtabhana/Kelly Fortune

Tel: 021 815 8647 / 083 947 9395

Email: [Lithakazi.Mtabhana@westerncape.gov.za](mailto:Lithakazi.Mtabhana@westerncape.gov.za) / [Kelly.Fortune@westerncape.gov.za](mailto:Kelly.Fortune@westerncape.gov.za)

NOTE		Comments/Complies/ Does not comply/Yes/No
	<p><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></p>	
	<p><b>SECTION 1 – SCOPE</b></p>	
1.1	<p>The purpose of this document is to position the need for a Western Cape Government Health and Wellness (WCGHW) Wellness/Integrated Health promotion basket of services to be provided to the Directorate: Service Priorities Coordination (SPC). It intends to invite potential bidders in the Health, Wellness and Health promotion sector to provide services to strengthen the co-creation of Wellness enabling environments for an initial period of <b>36 months</b>.</p>	
1.2	<p>Healthcare 2030 outlines the vision, values, mission and principles guiding the Western Cape Government Health and Wellness (WCGHW) on the road to Wellness.</p>	
1.3	<p>To give effect to the strategic vision of Healthcare 2030, the WCGHW developed a Transformation agenda grounded in three main priority areas calling for a person-centred, and systems approach shifting from illness to Wellness recognising the need for Universal Health Coverage (UHC).</p>	
1.4	<p>The changing landscape of the Western Cape Province requires the health system to have a greater focus on non-communicable diseases (where risk factors increase with age) compounded by the impact of the COVID-19 pandemic, and expansion of rehabilitative and palliative care services across the province and country.</p>	
1.5	<p>To realise wellbeing as an outcome, Healthcare 2030 anticipates the development of an integrated health promotion strategy and posits that increasing wellness can be achieved through integrated Health Promotion.</p>	
1.6	<p>As such, and in alignment to the Wellness approach of the department, there is a need to implement processes to support, co-create, embed and sustain Wellness enabling environments.</p>	
1.7	<p>To give effect to this, a Wellness basket of services providing a range of activities that aim to promote health and wellness at local level is recommended. The idea is that the health service platform taps into this basket as per need to support existing activities.</p>	
1.8	<p>For scaled and sustained implementation enhancing the capacity at local level will be critical where existing interventions can be leveraged along with stakeholder engagement.</p>	
1.9	<p>To strengthen this and given the changing landscape, informed by service needs, there is an opportunity to co-create a process to support the Wellness approach at local level through a basket of services to enable an effective and efficient response.</p>	
1.10	<p>An available basket of services will enable faster project-specific procurement of services from a credible and suitably skilled service provider to assist with Wellness interventions on a more immediate basis.</p>	
1.11	<p>The range of services, interventions and projects within the contract will be tailored according to identified dimensions of Wellness and the life course approach.</p>	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
2.1	<p><b>SECTION 2 - The bid process</b></p> <p><i>Closing date of bid</i>                                 <b>01 December 2023</b>  <i>Validity of bid</i>   <b>60 days</b> from closing.  <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>	
	<p><b>SECTION 3 - Instructions for completing bid documents</b></p>	
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.	
3.14	If you fail to comply with any of the aforementioned requirements, your bid will be considered non-responsive and therefore non-compliant.	

4.1	<p><b>SECTION 4 - Bid clarity</b></p> <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>	
4.2	<p>Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures up to 3 working day prior to bid closing. Any request for clarification must be submitted by email to Dineo Tong (<a href="mailto:Dineo.Tong@westerncape.gov.za">Dineo.Tong@westerncape.gov.za</a>)</p> <p>Answers to any written queries referred to Supply Chain Sourcing in accordance with the above-mentioned paragraph will be responded to via email, which information will also be published on the E-tender portal at <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a>.</p>	
	<p><b>SECTION 5 - Bid awarding</b></p>	
5.1	<p>All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.</p>	
5.2	<p>Bids that are found compliant in terms of the mandatory, statutory and financial requirements will be evaluated on functionality.</p>	
5.3	<p>The Department is not obliged to accept the lowest, highest or any bid.</p>	
5.4	<p>The Department reserves the right not to award one or more of the tasks listed in the pricing schedule. In such an event, the successful bidder must still fulfil all tasks except those that the Department has specifically advised in writing need not be performed by the successful bidder.</p>	
5.5	<p>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.</p>	
5.6	<p>Total cost of ownership over 3 years period shall be used to establish a basis for price evaluation.</p>	
	<p><b>SECTION 6 – Service Requirements</b></p>	
6.1	<p>It is proposed that the service offering support those who work in the Health and Wellness promotion area where there is a greater focus on promotion and prevention. These persons will be the custodians of the services implemented at local level. This includes but is not limited to the following cadres:</p> <ul style="list-style-type: none"> <li>• Health promotion officers</li> <li>• Community Liaison Officers</li> <li>• Community Health workers</li> <li>• Western Cape on Wellness (WoW!) Champions</li> <li>• Community Based Services (CBS) Co-ordinators</li> <li>• CBS Managers</li> <li>• Operational Managers</li> <li>• Non-Profit Organisation (NPO) Nurses</li> <li>• Primary Health Care (PHC) Managers</li> <li>• Community Development Workers (municipality based).</li> </ul>	
6.2	<p>Community members will be the target group as direct beneficiaries of the services/interventions implemented with a key focus on the adolescent and youth cohort.</p>	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 6 – Service Requirements ( continuation)</b>	
6.3	For integrated Health and Wellness promotion the focus is on mostly healthy (mainly prevention and promotion) and defined episode of care (single episodes or engagement).	
6.4	The specific services needed in the basket are unpacked below. The Western Cape Government Health and Wellness services span across the Western Cape Province.	
6.5	Given the above, there is a need to appoint a service provider with both specialised skills as well as extensive experience. It is in the Department's interest to source a capable service provider, that is Western Cape Province based under the guidance of the Directorate: SPC to render a basket of Wellness services/interventions/activities.	
6.6	All services must be accessible to all identified target groups by the Western Cape Government: Health and Wellness.	
6.7	It is further recommended that the service offering embeds a Train the trainer (to build internal capability fostering sustainability) and a monitoring and evaluation approach to measure impact. The former could be achieved through shadowing by the internal team and the latter by way of pre and post evaluation including feedback reporting on key themes or urgent matters arising. For the train the trainer aspects, mentorship and ongoing support will be key. This could be in the form of online support where a facilitator/trainer guidebook should be provided. Details are covered in the table of specifications below.	
6.8	Case study and an interactive participatory approach is further called for where services provided may vary per topic as well as context to create opportunities for learning and empowering the target group as required, rather than to do a one-size-fits-all.	
6.9	Further to this, the Western Cape Government: Health and Wellness invites prospective bidders to provide a detailed proposal (narrative), preceded by an Executive Summary, responding to the range of services stipulated hereunder.	
6.10	Given the size of the Department and the Western Cape Province, co-sourcing will enable SPC's responsiveness to the continued service demand and grow the internal team's capability to cascade initiatives as required.	
6.11	A co-sourcing model allows for additional capacity to be on-boarded whilst enabling the internal team to have oversight on timeous delivery on projects and maintaining quality service delivery standards of outputs. In addition, co-sourcing is a partnership that provides opportunities for mutual learning. However, co-sourcing places reliance on the institutional "know-how" of the existing resources, warranting a close working relationship	
6.12	Between internal and external experts. It will be important to ensure alignment to the strategic objectives of the Department and insights will be shared by the internal team as it relates to Healthcare 2030, the community oriented primary care approach (COPC), the Make every contact count (MECC) strategy and the differentiated models of care (DMOC) among others as deemed appropriate.	
6.13	An interactive partnership between the service provider and the WCGHW team must be fostered and maintained.	
6.14	The appointed service provider will be required to sign a Service Level Agreement (SLA) with the Western Cape Government: Health and Wellness outlining deliverables that hold parties accountable.	



TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
6.15	<p><b>SECTION 6 – Service Requirements (continuation)</b></p> <p>The service provider must ensure that the electronic systems, applications, reports, and material are compatible with the Western Cape Government: Health and Wellness platform, branding and systems. All materials developed will be the intellectual property of the department or intellectual property rights shared as collectively agreed when needed.</p>	
6.16	<p>After the contract has been awarded, the service provider will be expected to meet with the Western Cape Government Centre for e-Innovation team to clarify the requirements of the WCG platforms e.g., URL if needed. The respective prescripts such as POPIA and related will apply.</p>	
6.17	<p>The range of services are referred to below. Bidders must respond to the full range of services as set out in Table 1. It should be noted that all the services mentioned in Table 1 are considered core services and are ringfenced, meaning, the service provider cannot outsource these services to another service provider. However, employees, partners, clinical and administrative teams of the company can be utilised to render the service. The definition of these persons refers to a person connected to the service provider and provides services, resources, or support to promote well-being.</p>	
6.18	<p>Furthermore, all services mentioned must be accessible as per contractual obligations irrespective of loadshedding and/or challenges related to the telecoms service provider. If there are challenges such as loadshedding, alternative arrangements must be made so that the access to these services as per the contract continue</p>	
6.19	<p><b>Table 1: Range of services forming part of service requirements.</b></p> <p><b>A. Fixed Rate Costing (see pricing schedule)</b></p> <p><b>BASKET OF WELLNESS (INTEGRATED HEALTH PROMOTION) SERVICES/INTERVENTIONS</b></p> <p>The Service Provider must provide the following basket of wellness (integrated health and wellness promotion) services and interventions:</p> <p><b>A.</b> To provide for a range of interventions that support the Wellness Agenda of the department and as is fit for context across the Western Cape Province. These interventions are customisable and responsive to trends emerging from data, epidemiological trends, context specific disease profiles and as per geographic specific areas further cognisant of the social determinants.</p> <p><b>B.</b> Interventions vary to create space for deep learning, reflection, to build capacity, empower and foster the call-to-action nudging behaviour change for the target groups identified, and strengthening the ability of the internal team to cascade interventions further in respective communities or in a health facility, rather than to do a one-size-fits-all.</p> <p><b>C.</b> As such intervention styles are outlined below and will be dependent on the district health service need. One – Two hours Interventions/service are aimed at being short introductory sessions to stimulate interest through information and education. These 1–2-hour interventions are aimed at providing basic information, giving guidance and practical tips/ tools related to the topic. The topic must be structured in a manner that is impactful and where the most essential details are provided within the allotted time. Such sessions do not have to cover the full ambit of the topic but should leave the audience with reference or source material on where to obtain more detailed information. It should further provide sufficient insight to mobilise and nudge behaviour change, leaving the participants with basic tools that can help foster empowerment and self-management.</p>	
6.20	<p>The possible topics for the interventions are as follows, but not limited to:</p>	

**SECTION 6 – Service Requirements (continuation)**

Wellness Dimension	Topics
<p><b>Financial Wellness</b> Financial agility, Budget planning, Financial Management</p> <p><b>Qualification/Accreditation:</b> Financial coaching, Financial Management. Registration with statutory body if applicable.</p> <p><b>Emotional (Mental) Wellness</b></p> <p><b>Qualification/Accreditation:</b> Registered with S A Council for Social Service Professions (SACSSP) or Health Professions Council of South Africa (HPCSA).</p> <p><b>Physical Wellness</b></p> <p><b>Qualification/Accreditation:</b> Registered with Health Professions Council of South Africa (HPCSA) and or sports management, allied health qualification.</p>	<ul style="list-style-type: none"> <li>• Managing resources</li> <li>• Making informed financial decisions Setting realistic goals</li> <li>• Preparing for short term and long-term needs or emergencies</li> <li>• Awareness of diverse financial values, needs and circumstances</li> <li>• Mental wellbeing and agility:                             <ul style="list-style-type: none"> <li>○ Overview of Mental wellbeing (what, why, how, when, who)</li> <li>○ Emotional Intelligence/fitness</li> <li>○ Positivity and growth mindset</li> <li>○ Emotional resilience</li> </ul> </li> <li>• Changing behaviour and nudging behaviour change</li> <li>• Fitness activities (e.g. Yoga; Pilates; Zumba)</li> <li>• Grounding exercises (e.g. breathing; meditation; mindfulness; visualization)</li> <li>• Nutrition (e.g. how to eat healthy on a budget, alternative diets, how to set up a food garden and sustain it)</li> <li>• Promoting Healthy lifestyles (related to reducing infectious diseases, preventing injuries and violence, mental health)</li> </ul>

6.21 **Bespoke Interventions**  
Bespoke interventions will also be requested from the service provider as it relates to Health and Wellness aligning to the priority overview and Wellness approach (1–2-hour interventions).

6.22 **Mentorship and support**

- Relationship building with novice trainers and setting of clear goals and expectations that align to the department's objectives and values.
- Provide online guidance, feedback and support once per month.
- Help new trainers develop their skills, confidence and competence to deliver interventions.

6.23

- Shadow or co-facilitate training where new trainers present and help new trainers plan, design, deliver and evaluate training/intervention.

6.24

- Ensure training/intentions delivered is consistent, relevant, engaging and effective. This could include existing trainer implemented or training/intentions connected to the Wellness basket of services.

The mentor to have 3 years or more experience in mentorship and CV's be included in portfolio of evidence.

6.25 In addition, customised or bespoke interventions may be required for emerging issues such as when a natural disaster, outbreak, unrest or a pandemic occurs; a Wellness champion programme is needed, or an annual Health and Wellness Conference is to be hosted. This will be co-designed between the Increasing Wellness component of the WCGHW and the Service Provider. This may further include responding to emergency situations where turnaround time should be no longer than 24 hours. This will be managed on a case-by-case basis

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 6 – Service Requirements (continuation)</b>	
6.27	All the interventions/workshops, at best will be held in-person at a venue determined by the WCGHW across the Western Cape. The WCGHW, as per the need, may request pre-recorded, online or hybrid interventions via MS Teams, Zoom, Skype, CiscoWeb X, Google Meet etc or interventions after hours.	
6.28	All interventions should allow for sessions to be recorded. Full recordings of all the video sessions (edited) must be provided to the WCGHW for use by the WCG for any promotional or educational purposes. The pre and post evaluation to be included as a monitoring and evaluation tool to measure impact of the session (this could be in the form of an online link) and once complete a completion certificate is generated and shared. This should be factored into the pricing schedule. The right to use the content across the WCG is reserved.	
6.29	All interventions should further include options to include short videos or blurbs (no longer than one minute) highlighting key aspects of the topics for use and sharing across the WCG including with partners and on websites. The aim is to create a basic understanding, awareness of subject matter and have a consistent, standardised approach.	
6.30	The learning objectives plus the level of learning of each intervention must be outlined at the inception of the contract and thereafter upon request for customised interventions. It is critical that objectives are tailored across the life course and considers diversity of learning capabilities. The outline of interventions, after a request has been made, must be provided within seven (7) working days from when the request has been submitted.	
6.31	The specifications contained herein are subject to review annually informed by feedback reports, what is working and what should be explored to be done differently or more of as per context specific needs. The WCGHW reserves the right to influence and contribute to the content of training/interventions prior to the presentation/implementation. Where the service provider does not have such training material available, the WCGHW may assist / give input to the content for such interventions. All training/intervention material used in the interventions must be co-branded with the WCGHW and the service provider's logos and will be the intellectual property of the WCGHW.	
6.32	Competencies of facilitators to include knowledge, skills and experience in Public Health, Wellness, Health Promotion and Behaviour change areas across priority areas sketched. Background documents and insights will be provided by the WCGHW. Experience in facilitation of workshops, demonstrations, and presentations are vital. The team of facilitators must consist of industry experts with relevant accreditation and qualifications, with the ability to address and cover and connect all Wellness dimensions and priority areas to enable capacity development of participants to cascade widely within communities. Experience along with the curriculum vitae's of all facilitators should be provided as well as materials developed that are similar in nature to the scope of the specifications outlined in this document. This service must be provided by a multi-lingual (Afrikaans, English and isiXhosa), multicultural network of facilitators representative of the Western Cape demographics. All evidence to be included as part of the portfolio of evidence of prospective bidders.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 6 – Service Requirements (continuation)</b>	
6.33	For interventions, the WCGHW may request briefing sessions with the facilitators concerned to ensure that the needs, objectives and expectations are addressed.	
6.34	The service provider must provide accessible materials to persons with disabilities in alternate formats, which includes but is not limited to the following: large print, sign language interpretation, accessible PowerPoint presentation, accessible venues, and flexible scheduling to account for participants who would need more time to complete activities. To ensure that the accessibility requirements are addressed, the department will provide guidelines and a checklist in this regard.	
6.35	The service provider must offer services with methodologies that enable a train-the-trainer approach which aids cascading, sustainability and continuity. Mentorship and support will be key, see related section with more detail (i.e. 6.22): The service provider must provide for a monitoring and evaluation element in all interventions to measure impact of the interventions. This can be done through a pre- and post-questionnaire/poll/evaluation with findings and recommendations shared in a report. Feedback reports must be submitted quarterly or within seven days if aspects emerge that require urgent attention.	
6.36	For all interventions, a pre- and post-assessment, evaluation or poll or questionnaire must be conducted in accordance with the objectives of the session of which analysis and themes must be reported on in the feedback report. The aim of the pre- and post-evaluation is to track impact and shifts in awareness and understanding before and after the intervention. The service provider must integrate the themes and trends of the assessments as well as feedback reports into the periodic reports. Feedback reports must be submitted quarterly or within seven days if aspects emerge that require urgent attention. A penalty will be incurred for any late submission of a report related to interventions.	
6.37	The service provider to maintain an ongoing, coordinated system of consultation with the WCGHW to effectively grow and develop a dynamic Wellness basket of services throughout the province. This includes a Gantt chart to track deliverables. The service provider to be Western Cape Province based and have the ability to demonstrate an example intervention (demo session) as part of the evaluation process at the service providers office or venue that is best suited to all parties.	
6.38	The WCGHW to have access to a project manager to co-ordinate the basket of services and to ensure that stringent service provider procedural, feedback and customer service requirements are met (thereby maximising efficiency and accountability). This to be factored into bid across interventions.	
6.39	In partnership with the Directorate: SPC of the WCGHW, as previously stipulated, the service provider will manage the contract efficiently, accurately, and with a personal innovative touch.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No	
7.1	<p><b>SECTION 7 - Evaluation criteria</b></p> <p><b>(i) Phase 1A:</b> Compliance with <b>compulsory</b> Central Supplier Databases <b>registration and completion of the bid document</b>. All bidders who comply with Phase 1A will proceed to phase 1B</p> <p><b>Phase 1B:</b> Compliance with <b>compulsory</b> statutory and financial <b>requirements</b>. All bidders who comply with Phase 1B will proceed to phase 2.</p> <p><b>(iii) Phase 2:</b> Compliance with <b>functional requirements</b>. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the Department to evaluate written responses provided by bidders. <b>A minimum qualifying threshold of 70% must be achieved</b> to proceed to phase 3. The score sheet is reflected is below.</p> <p><b>(iii) 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, 2022, to determine the highest total points scored by a bidder.</p>		
7.2	<p>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></p> <p><b>Bidders who do not submit all of the requested document below or do not comply with all of the requirements below WILL be disqualified from further evaluation.</b></p>		
No	Criteria	Proof attached (tick where applicable)	
1	Bidding companies are required to clearly indicate the services they are interested to participate in, by ticking the relevant services in table 1	Yes	No
2	A Business Profile must be provided that indicates the nature and the scope of work performed by the bidding company, as well as industry experience in rendering the required services	Yes	No
3	Bidding companies must provide a summarised Curricula Vitae CV (no more than 2 pages) of a client engagement/project manager/account manager contact who will oversee and manage the contract and projects to be performed for the duration of the contract. The CV must indicate the years of experience, accreditation/ professional registration, qualifications, and physical location/address (to be based in the Western Cape).	Yes	No
4	The mentor to have 3 years or more experience in mentorship and CV's be included in portfolio of evidence.		
5	The bidder must provide a list of names of the resources that will be utilised in rendering the services, particularly indicating which of these are available in the Western Cape or elsewhere. For human resources CVs of all who will be doing work on this contract should be included.	Yes	No
6	Bidding companies must provide a portfolio of evidence containing examples of previous work done (e.g. Any relevant work examples aligned to service need)	Yes	No
7	Bidding companies to provide proof of accreditation in the required methodologies and tools along with valid registration where such was indicated for specific service/s.	Yes	No
8	The bidder must provide a minimum of three (3) reference letters with contactable persons/clients that the WCGHW will utilise to verify previous work done on the relevant service/s.	Yes	No
9	The bidder must accept the terms and conditions as presented by the WCGHW	Yes	No

TERMS OF REFERENCE				Comments/Complies/ Does not comply/Yes/No
	<p><b>SECTION 7 - Evaluation criteria (continuation)</b></p> <p><b>Phase 2:</b> Compliance with <b>functional requirements</b>. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the Department to evaluate written responses provided by bidders. <b>A minimum qualifying threshold of 70% must be achieved</b> to proceed to phase 3. The score sheet is reflected is below. Bidders who meets all the Evaluation criteria will have to provide officials from the Department with a presentation or demo session as needed.</p>			
No	Criteria	% Criterion weight	Guidelines for criteria application	Mark response with X in appropriate column.
8.1	<b>Experience</b>	<b>45</b>		
	<p>The service provider's relevant experience in rendering the services in terms of number of projects done. Scoring will be based on the number and scale of similar projects done. Evidence of experience to include (at minimum):</p> <ul style="list-style-type: none"> <li>• Name of a project;</li> <li>• Scope of the project;</li> <li>• Duration of project;</li> <li>• Value of the project; and</li> <li>• Core project elements / outcomes</li> </ul>	10	1-2 projects done	
		20	>2-4 projects done	
		35	> 4 - 6 projects don	
		45	More than 6 projects	
8.2	<b>Working Knowledge of the Public Sector</b>	<b>25</b>		
8.2.1	<p>The service provider's knowledge of public sector. Scoring will be based on the number of similar projects done in the public sector.</p>	0	Projects done outside of public service sector	
		10	1-2 Projects done in public entities	
		15	1-2 Projects done in public sector organisations (local government)	
		25	1-2 Projects done in public sector organisations (provincial, national government)	
8.3	<b>Staff Capacity</b>	<b>30</b>		
8.3.1	<p>Number of appropriately skilled/qualified resources available to render the specific service/s</p>	0		
		5	Limited staff resources (1-2 resources) with a network of company employees, partners, clinical and administrative teams	
		10	3-5 staff resources with a network of company employees, partners, clinical and administrative teams	
		25	6-10 staff resources with a network of company employees, partners, clinical and administrative teams	
		30	11-15 and more staff resources with a network of company employees, partners,	

			clinical and administrative teams	
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	TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
	<b>SECTION 9 – Obligation of the Service Provider</b>	
9.1	Accommodate the following language groups: English, Afrikaans, and isiXhosa	
9.2	Service providers will be required to implement interventions/activities in both the Metro and Rural areas and therefore the service provider will be responsible for all travelling and disbursement and all administrative cost for the service and be inclusive in the bid price/quotation.	
9.3	Bid an all-inclusive per hourly rate or per person rate as per the pricing schedule WCBD 3.2.	
9.4	The following costs are for the service provider's expense: traveling (across the Western Cape Province) and accommodation, and any stationery (including printouts, materials required for the interventions) and equipment for the respective intervention and facilitator mobilisation.	
9.4	Form <b>WCBD1</b> - Full particulars of the bidding entity.	
9.5	The service provider to provide for risk management in the event that adverse incidents occur during an intervention or as a result thereof.	
	<b>SECTION 10 - Compulsory statutory and financial requirements</b>	
10.1	This section defines all the compulsory statutory and financial documents required as part of the bid. <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>	
10.2	Where applicable, any bid submitted by a consortium subcontractor, affiliates or joint venture of two or more firms or persons must be accompanied by a copy of the consortium formation document, sub-contracting or affiliation agreement or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia, subcontractors, affiliation and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium, subcontractor, affiliates or joint venture in terms of the contract contemplated herein. Where a bid is submitted by a consortium, subcontractor, affiliate or joint venture of two or more firms or person, please ensure that: <ul style="list-style-type: none"> <li>• The joint venture agreement, subcontracting or affiliate agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture, a consortium or sub-contractor (as the case may be); and</li> <li>• All standard bidding forms (i.e. WCBD 1, WCBD 4 and WCBD 6.1) are completed in respect of each member firm.</li> <li>• A trust, consortium, subcontractor, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.</li> </ul>	
10.3	Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such firms.	
10.4	No copies of a consortium formation document, subcontracting or affiliate agreement or joint venture agreement will be accepted after the closing date and time.	
10.5	The WCGHW reserves the right to request a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) a certified copy of such document or agreement duly certified by a Commissioner of Oaths (where the consortium, subcontractor or joint venture is based in South Africa); or (b) an authenticated copy of such document or agreement duly authenticated by a Notary Public (where the consortium, subcontractor or joint venture is based outside of South Africa).	
10.6	Failure by a preferred bidder to provide same within a period stipulated by the WCGHW shall disqualify the bid submitted by that preferred bidder: <ul style="list-style-type: none"> <li>• Form <b>WCBD3.2</b> - Pricing schedule</li> <li>• Form <b>WCBD4</b> - Declaration of interest, bidders' past supply chain management practices and independent bid determination</li> </ul>	



TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<p><b>SECTION 10 - Compulsory statutory and financial requirements(continuation)</b></p> <ul style="list-style-type: none"> <li>Form <b>WCBD 6.1</b> - Preference Points Claim form in terms of the 80/20 Preference Points System of the Preferential Procurement Regulations, 2022 Where the bidder intends to claim preferential procurement points for B-BBEE, each bid must contain a duly completed and signed WCBD 6.1 form (Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022). In such case, all information and documentation requested in such form must be provided. No WCBD 6.1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time for the submission of bids. The WCBD 6.1 form (including all information and documentation required in terms thereof) must be included in the bid containing the bidder's Bid Proposal. In the event that a bidder does not submit a duly completed WCBD 6.1 form (including all information and documentation required in terms thereof), the bidder will not for this reason alone be disqualified from having its bid evaluated, but it will be assumed that the bidder does not intend to claim any preferential procurement points for B-BBEE.</li> </ul>	
10.3	All documents requested in the bid document shall be provided in the sequence within which they appear.	
10.4	Should the bidding entity provide the services jointly or by making use of another entity, a certified copy of this agreement outlining the terms must be supplied. If this agreement is not already in place, the Department will require a clear statement of commitment signed by both parties.	
10.5	Where the bidder is a consortium or a joint venture, the respective names of the component entities comprising the bidder should be reflected under the name of the bidder as part of the compulsory particulars that MUST be furnished in terms of this bid invitation.	
10.6	Confirmation that the bidder has read and accepted the terms of the General Conditions of Contract and Special Conditions of Contract.	
	<p><b>SECTION 11- Pricing and payment</b></p>	
11.1	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 during the contract period should bid fixed percentages for various periods, i.e. year 1, 2 and 3.	
11.2	No adjustments will be considered, however, before 3 months of the contract period have expired, and after that adjustments will be considered at the utmost three monthly.	
11.3	In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) 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 (Logis, BAS, Syspro) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.	
11.4	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 30 calendar days from date of receipt of invoice, 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><b>SECTION 12 - Negotiations</b></p>	
12.1	The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding <i>inter alia</i> price revisions, increases and service delivery should it be deemed necessary.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
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 take place regularly 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 Department of Health.</p>	
14.2	<p>The Western Cape Department of Health and 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>	
14.3	<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>	
14.4	<p>Medical Officers (doctors) contracted directly with the department via this process, will have the same medico legal and indemnity cover as state doctors, when they perform any duty on behalf of the department in line with the services of the department.</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

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.

PRICING SCHEDULE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A BASKET OF WELLNESS SERVICES TOWARDS A WELLNESS APPROACH FOR A PERIOD OF THREE YEARS.

<b>NAME OF BIDDER:</b> .....	<b>BID NUMBER:</b> WCGHSC0398/2023
<b>CLOSING DATE:</b> 01 December 2023 at 11h00am	<b>OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID</b>

Item number	Various items	1Year Price (INCLUDING 15% VAT)	2 Year Price (INCLUDING 15% VAT)	3 Year Price (INCLUDING 15% VAT)
1	Cost per intervention in the Metro Health geographic face to face (minimum of 10 and maximum of 30 participants)			
2	Cost per intervention in the Rural Health geographic area face to face (minimum of 10 and maximum of 30 participants)			
3	Cost per train the trainer intervention in Metro Health geographic area face to face (minimum of 10 and maximum of 30 participants)			
4	Cost per train the trainer intervention in Rural Health geographic area face to face (minimum of 10 and maximum of 30 participants)			
5	Cost per train the trainer intervention interactive online			
6	Cost for interactive online mentorship and support of new trainers once per month			
7	Cost for new trainer facilitation guideline (Cost for electronic and cost for print)			
8	Cost per interactive online intervention and edited recording thereof			
9	Cost per 1-minute short video or blurb or gif			
10	Cost per bespoke intervention face to face Metro Health geographic area			
11	Cost per bespoke intervention face to face Rural Health geographic area			
12	Cost per bespoke intervention interactive online			

**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? .....



## PROVINCIAL GOVERNMENT 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), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, 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. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. 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).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

#### 1. 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;

**"Controlling interest"** means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

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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.*

**“Corruption”**- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly –

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
  - (i) that amounts to the-
    - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
    - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
  - (ii) that amounts to-
    - (aa) the abuse of a position of authority;
    - (bb) a breach of trust; or
  - (cc) the violation of a legal duty or a set of rules;
  - (iii) designed to achieve an unjustified result; or
  - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

**“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;

**“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;

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31 May 2022

“RWOEE” means –

Remunerative Work Outside of the Employee's Employment

“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.

7. 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;

(i) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. 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.

9. 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; disclosure is found not to be true and complete; or failed to perform on any previous contract.

10. 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.

11. 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.

12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

13. 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 Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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31 May 2022

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

**TABLE A**

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST			
<p>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).</p> <p>Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.</p>			
B1.	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
B2.	Are any employees of the entity also employees of an organ of state? <b>(If yes complete Table B and attach their approved "RWOEE")</b>	NO	YES
B3.	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

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31 May 2022

**TABLE B**

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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.			
<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

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? <i>(To access this Register enter the National Treasury's website, <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) 326 5445.)</i>			NO	YES
C5.	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	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?			NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?			NO	YES

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31 May 2022

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths*

I, .....hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I have read understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive 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, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

**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 and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

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

Date:..... Place .....

Business Address: .....

.....

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31 May 2022

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TRO PREFERENCE POINTS

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

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**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE**

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### 1. DEFINITIONS

- 1.1 **“Acceptable bid”** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid 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, which 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 codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **“Bid”** means a written offer on the official bid documents or invitation of price quotations, and “tender” is the act of bidding/tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“Consortium”** or **“joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“Non-firm prices”** means all prices other than “firm” prices
- 1.14 **“Person”** includes a juristic person;
- 1.15 **“Price”** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 1.16 **“Proof of B-BBEE status level contributor”** means –
  - (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act



- 1.17 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“Sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **“Tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **“Tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

**2. GENERAL CONDITIONS**

- 2.1 The following preference points 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)
  - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
  - (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the ..... preference points system shall be applicable; or
  - (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.  
*(Delete whichever option is not applicable to this bid)*
- 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:

	POINTS	
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	100	100



- 2.5 Failure on the part of a bidder to complete and 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, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
  - (a) points out of **80/90** for **price**; and
  - (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If 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 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

**4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES**

**4.1 POINTS AWARDED FOR PRICE**

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

$$\begin{array}{cc}
 \mathbf{80/20} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

## 5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

### 5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

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

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

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.

6.5 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.

6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.

6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 7. BID DECLARATION

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

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

- 8.1 B-BBEE Status Level: ..... = ..... *(maximum of 20 points in terms of 80/20)*
- 8.2 B-BBEE Status Level: ..... = ..... *(maximum of 10 points in terms of 90/10)*

***(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by 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 bid).***

**9. SUB-CONTRACTING**

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

9.1.1 If yes, indicate:

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

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

**10. DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

- 10.4 Type of company/firm (Select applicable (option))
- Partnership/Joint venture consortium
  - One-person business/sole propriety
  - Close corporation
  - Public company
  - Personal liability company
  - (Pty) Ltd
  - Non-profit company
  - State-owned company

10.5 I/we, the undersigned, who am/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 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with 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, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or 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 investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
  - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, 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</b> (133% B-BBEE procurement recognition)
<b>More than 31% Black owned</b>	<b>Level Two</b> (123% B-BBEE procurement recognition)
(a) At least <b>23%</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 13%.	(b) At least 30% 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>23%</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 83% 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**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.



- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents**

- 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

**and  
information;  
inspection.**

purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance  
security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such

supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

#### **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default** 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

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

- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.