



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TYGERBERG

BID NUMBER: TBH 501/01/201R

CLOSING DATE: FRIDAY, 14 APRIL 2023

CLOSING TIME: 11:00

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

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

BID DOCUMENTS MUST BE
DEPOSITED IN THE BID BOX MARKED
TENDER BOX SITUATED IN:

Tygerberg Hospital
1ST Floor, Administration Building (Opposite the spiral staircase)
Francie Van Zijl Drive
Parow
Cape Town

Please note the following important information and requirements:

1. The Specification is provided to inform **Prospective Service Providers (PSP)** of the entire envisaged bid process, as well as the implementation of the phases of bidding.
2. You are therefore invited to bid for the Supplementary: Multi supplier open bid for the supply and delivery of Perfusion and Cardiothoracic Surgery requirements to Groote Schuur Hospital, Tygerberg Hospital and Red Cross War Memorial Children's Hospital for a period of two (2) years and five (5) months, effective 1 July 2023 until 30 November 2025 with the option to extend for a further two (2) years subject to supplier performance. Prices must be consolidated onto the relevant WCBD3.1/2, as this will serve as the bidder's official offer.
3. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the Departments bid box, please call the responsible official, Mr C. Miggel/ **Ms G. Isaacs**/ Ms G. Manuel/ Mr S. Ntshaba at (021) 938 4980 or (021) 938 5269 Mr P. Rodgers (021) 938 5605 or email: Chad.Miggel@westerncape.gov.za/Gail.Isaacs@westerncape.gov.za/Ganeefah.Manuel@westerncape.gov.za/Siphumelele.Ntshaba@westerncape.gov.za/Paschal.Rodgers@westerncape.gov.za for assistance during office hours (07h00 till 15h00). The bid box is generally open **Monday to Friday from 07h00 till 15h00**.
4. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects may invalidate the bid. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
5. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to *bidding*.

WESTERN CAPE SUPPLIER DATABASE REGISTRATION

As of 1 October 2019, the Provincial Government of the Western Cape will ONLY contract with businesses duly registered on the Western Cape Supplier Evidence Bank.

All prospective Service Providers are invited to register as a supplier on the Western Cape Supplier Evidence Bank. Enquiries regarding the registration process may be referred to Provincial Treasury at the Western Cape Supplier Helpdesk on 021 833 5361/ wcseb@westerncape.gov.za.

All Service Providers who are currently registered on the Evidence Bank are also invited to update their status by contacting the Western Cape Supplier Helpdesk on 021 833 5361/ wcseb@westerncape.gov.za.

From 1 September 2015, prospective supplier will be able to self-register on the CSD website www.csd.gov.za. Suppliers will only be required to register once when they do business with government. Contact National Treasury for further clarity on the process at csd@treasury.gov.za or 012 406 9222.

6. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.
7. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document**.
8. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. The Preferential Procurement Regulations (PPR) 2022, stipulates that *"If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system."* **Either the 80/20 or 90/10 preference point system will apply to this bid. The lowest acceptable tender will be used to determine the applicable preference point system**
9. Please refer all technical/specification enquiries to Ms Gail Isaacs 021 938 4981 email: Gail.Isaacs@westerncape.gov.za or Mr. Chad Miggel 021 938 5269, email: Chad.Miggel@westerncape.gov.za or Mr. Paschal Rodgers 021 938 5605, email: Paschal.Rodgers@westerncape.gov.za

COMPANIES NEED TO SUBMIT THEIR BID DOCUMENTS UNDER THE SAME NAME AS PER THE SITE MEETING ATTENDANCE REGISTER AND/OR AS PER THE REGISTER WHEN THEY OBTAINED THE BID DOCUMENTS. BID DOCUMENTS WILL NOT BE EVALUATED IF THERE IS A DISCREPANCY IN THE COMPANY NAME.


MR NOEG MARTIN
DEPUTY DIRECTOR: FINANCE/ SCM
TYGERBERG HOSPITAL

DATE: 

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SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

<u>CHECKLIST</u>	<u>COMPLETED</u>
WCBD 1	
SPECIFICATIONS	
WCBD 3.1	
WCBD 4	
WCBD 5	
WCBD 6.1	
GENERAL CONDITIONS OF CONTRACT	
FLASH DRIVE (EXCEL VERSION OF OFFER MUST BE PROVIDED TOGETHER WITH HARD COPY OF BID DOCUMENT)	

PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	TBH 501/01/2021R	CLOSING DATE:	14 APRIL 2023	CLOSING TIME:	11AM
DESCRIPTION	SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1 ST FLOOR, ADMINISTRATION BUILDING (Opposite the spiral staircase)					
FRANCIE VAN ZIJL DRIVE					
PAROW, CAPE TOWN, 7500					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

www.westerncape.gov.za

Health: Tygerberg Hospital Supply Chain Management Department

	<input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

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

DATE:

WESTERN CAPE DEPARTMENT OF HEALTH

TYGERBERG HOSPITAL

**SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF
PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE
SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL
CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (2) YEARS AND FIVE (5) MONTHS,
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FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE**

BID NUMBER: TBH 501/01/2021R

NAME OF BIDDING COMPANY.....

NAME OF PRODUCT OFFERED.....

NAME OF BIDDER / CONTACT PERSON

CONTACT NUMBER.....(w).....(cell)

SPECIAL CONDITIONS

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

THIS BID IS DUE AT 11:00 ON FRIDAY, 14 APRIL 2023

VALIDITY EXPIRES ON 13 JULY 2023 (90 DAYS)

1. DELIVERY LOCATIONS

- 1.1 **Goods are required to be delivered to the respective theatre stores at the institutions** under the control of the Department of Health, Western Cape Government (please see the attached list on pages 15) in such quantities as may be ordered from time to time. It is essential that adequate stock is available to the Department at all times.

2. MANUFACTURE/SUPPLY AGREEMENT

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

3. CLINICAL EVALUATION OF SAMPLES

- 3.1 Bidders must ensure that Tygerberg Hospital indicated further on in the **"IMPORTANT NOTICE"** are provided with sufficient samples of ALL the products offered, as specified for each item ON REQUEST from the institution within 2 weeks from request date.
- 3.2 Under no circumstances will samples be accepted at evaluating institution after the 2 weeks.
- 3.3 It is also the bidder's responsibility to provide written proof that samples of each product offered in terms of this bid was delivered to the aforementioned hospital/institution. This shall consist of a document with the name of the designated institution, a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, the signature of the representative who delivered the samples and the signature of the official receiving the samples. These documents must be included in bid documents.
- 3.4 For the purpose of this bid **products will not be evaluated** at the Institutions indicated in the "Important Notice if"
- * the evaluation report/form **does not contain all its pages (including Section A)**,
 - * the evaluation report/form is **supplied without samples for clinical trials**,
 - * the **incorrect sample is supplied against the incorrect evaluation form**,
 - * **each item/sub-item is not accompanied by a separate evaluation form**, and/or
 - * **products are incorrectly labelled/not labelled or reflect incorrect supplier catalogue numbers.**
- 3.5 **Representative samples will be accepted for evaluation.** Please provide a sample for each item/sub-item for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies perform as required under trial conditions.
- 3.6 Bidders must further ensure that sufficient samples are available on request at short notice after the bid closing for testing purposes, if so, requested by the Department/Institutions.

- 3.7 The offers of bidders who are unable to comply with paragraph 3.1 to 3.5 with regard to the supply of samples will be disregarded.
- 3.8 Each individual sample of an item offered must be marked with the **bid number, item number and the bidder's name and address** in clear, legible print of a reasonable size. An individual evaluation report form for each sample **MUST BE ATTACHED TO THE SAMPLE** and must not be supplied separately in a box or envelope.
- 3.9 **Samples of successful bidders will be retained for the full contract period.**
- 3.10 **Unsuccessful bidders must collect their samples within two weeks of the notification of the award.** Samples not collected within this period will be disposed of or destroyed.
- 3.11 **As all offers are considered *sub judice* until a contract is concluded, no information about clinical evaluations may be disclosed and no discussion about results will be undertaken by the Department before finalization of the contract.**
- 3.12 Items may be a single item award unless otherwise stated in the specifications.
- 3.13 Samples to be supplied to the Procurement Official (Room 62) at Tygerberg Hospital. Should the **Bid Evaluation Committee** deem it prudent to award an item to multiple suppliers as a **"Multiple Award"** they have the mandate to do so.
- 3.14 The Bidder shall clearly indicate if their offered product exceeds the stated requirement by noting (with proof) next to the corresponding bid on the specification pages.

4. **PACKAGING OF PRODUCTS FOR BID AND CONTRACT PURPOSES**

- * In respect of goods provided for bid purposes as well as goods provided for contract purposes, all items must be placed in a carton/box. Each item must be individually packaged according to the specification and labelled as follows:
 - * Name of the manufacturer/supplier
 - * Item name
 - * Item code
 - * Date of manufacture
 - * Product expiry date
 - * Batch/lot number
 - * Date of sterilisation
 - * Expiry date of sterilisation
 - * Method of sterilisation, e.g. ETO, steam, etc.
- 4.1 If your bid has been successful and you have concluded a contract with the Department for goods of which you are the supplier/distributor but not the manufacturer, products destined for delivery shall be marked with your own details on a separate label, which must read "contractor's details" and must comprise your company name, address and contact details, both on the inner and outer packaging.

5. **TESTING AND INSPECTION**

- 5.1 Where testing and/or inspection by a testing organization are a condition of bid, paragraph 8 of the General Conditions of Contract will apply.

6 **SOUTH AFRICAN BUREAU OF STANDARDS - SANS/CKS REPORTS**

- 6.1 Where applicable, please submit with your bid documentation an ORIGINAL SANS report or valid certified copy of the report, not older than 12 months at the time of bid closing, to the effect that the manufacturer has the ability to manufacture to specification and is able to comply with the requirements. Alternatively, should such report not yet be available, proof of submission and payment to the SABS must be provided in the bid documents submitted by the closing date and time of the bid.

- 6.2 Failure to submit samples to the SABS for testing where required, or to submit the required certificates to the Department will be considered sufficient reason not to accept your offer, even if your product has passed clinical evaluations and you have submitted valid, certified manufacturing and sterility standards certificates from the local or international ISO.
- 6.3 Samples submitted to SABS for testing must be marked individually with the bid and item number and the bidder's name and address.
- 6.4 It is critical that all items that require SABS testing should be prepared for submission at the time of bid closing to prevent late submission of samples for testing to SABS that could result in the exclusion of offers.
- 6.5 If your product has a valid SABS test report not older than 12 months at the date of request, it does not have to be tested. However, either a valid, original test report received from SABS or a valid, certified copy must be provided to the Department, in your offer by the closing date and time of the bid.
- 6.6 SABS will furnish test reports to this office as **soon as testing has been completed**. However, the key responsibility rests with the bidder to ensure that the Department has received all SANS test reports for products offered on this bid.

7. STERILITY STANDARDS

- 7.1 Sterile offers must comply with the following packaging requirements and the sterilisation information below must appear on the immediate packaging of all sterile offers. Failure to comply with this requirement will invalidate your offer.

- * Sterilisation process indicator – must appear on outer or immediate packaging
- * Sterilisation method, e.g. ETO, steam, etc. – must appear on outer and immediate packaging
- * Expiry date - must appear on outer and immediate packaging

8. MANUFACTURING STANDARDS

- 8.1 Valid, certified copies of manufacturing standards for each facility that your company uses for product manufacturing or from where they are sourced must be included in your bid documents if possible, please.

9. PRICING SCHEDULE (OFFER SUBMISSION)

- 9.1 Please make your offer (excel spreadsheet) on a Flash drive. An excel spreadsheet template will be supplied on the eTender website for you to download and complete. This submission of the Excel bid document template to be submitted on the flash drive is mandatory and MUST accompany your bid offer. In the case of a difference in your offer between the bid document and the excel version of the submission (on the flash drive), the Excel version will take precedence.

10. DELIVERY

- 10.1 **Products shall be delivered within 21 days of receipt of the first order and thereafter ex stock, within 48 hours.** This means that the contractor must deliver within 21 days after receipt of the first order from hospitals and within 48 hours after receiving subsequent orders. The supplier shall ensure the integrity of the goods while in transit.
- 10.2 **Bidders will be obliged to deliver stock in accordance with the Department's delivery conditions** in the WCBD 3.1/2 (bid specification) and paragraph 10.1 above. A written indication to this effect is required from bidders in the questionnaire following each bid specification. Failure to comply with this requirement will invalidate your offer. In this regard you are referred to Provincial Treasury Practice Note 6, which states:
- (i) *It often happens that bidders, in contrast with the special conditions stipulated in the bid document, set their own conditions, which might contradict or be in conflict with the bid conditions. When it is in the interest of the Department to accept such conditions, and insofar as these conditions do not prejudice other bidders, recommendations for its acceptance may be made to the person executing his delegated power.*

- (ii) *However, where it is not in the interest of the Department to accept same, or prejudicial to other bidders, the bidder may be requested to renounce/withdraw these conditions. ...If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance the bidder must be informed in clear terms of the consequence should he fail to adhere to the abovementioned request."*

- 10.3 Is the delivery period firm? (Please circle your option) **YES or NO**
- 10.4 Where unlimited quantities cannot be delivered within the delivery periods quoted, bidders should indicate the rate of delivery per week or per month that can be maintained, please.

Delivery rate per week

Delivery rate per month

11. ORDERING RESTRICTIONS

- 11.1 Institutions shall not be restricted to minimum order quantities.

12. QUANTITIES

- 12.1 The quantities reflected in the bid forms are quantities specified but not guaranteed and will be determined solely by the requirements of hospital.

13. STATEMENT OF SUPPLIES AND SERVICES

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

14. LATEX, DEHP, LEAD AND MERCURY

- 14.1 Bidders/contractors are to submit verification reports of all items specified to be free of latex, [Di(2-ethylhexyl) phthalate]] DEHP, lead and mercury.
- 14.2 Bidders/contractors must ensure that these documents are readily available upon request by the Department of Health's Head Office. Failure to produce these documents will invalidate your bid/contract.

15. CLINICAL EVIDENCE

- 15.1 The Department reserves the right to request clinical evidence of any product or medical device if and when required.
- 15.2 Bidders/contractors must ensure that these documents are readily available upon request by the Department of Health's Head Office. Failure to produce these documents will invalidate your bid/contract.

16. PRICES

- 16.1 All prices quoted must include delivery fee to the various stores as indicated in paragraph 1 above.
- 16.2 **Bid prices shall be quoted nett and VAT INCLUSIVE.** Bidders intending to quote a price less a discount must deduct the discount and then insert the nett bid price in the space provided. Bidders, who are prepared to offer a special discount on individual orders in respect of certain items, should complete the following schedule, please:

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Health: Tygerberg Hospital Supply Chain Management Department

Discount on individual orders of:

R1 000 – R5 000 in value%

Over R5 000 – R10 000 in value%

Over R10 000 in value

FIRM PRICES

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

NOTE: For the purpose of this bid, please use **RSA Reserve Bank** rates applicable 10 days before bid closing, on **4 APRIL 2023**.

- 16.10 The value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price. Please note that the **maximum percentage imported content that can be claimed is 85%**, with the remaining 15% being regarded as profit and overheads.
- 16.11 Please note that if the ZAR should strengthen against the foreign currency, the Department reserves the right to claim such monies from the contractor.

NON-FIRM PRICES

- 16.12 If prices are not firm; please submit full particulars of the basis on which changes in contract prices will be calculated. (Please see details on form WCBD3.1/2 further on).
- 16.13 **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.**

17. PAYMENT

- 17.1 In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (LOGIS, BAS, SYSPRO) in order shall be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.
- 17.2 Payment shall be **30 days from receipt of invoice**.

18. NEGOTIATIONS

- 18.1 The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding *inter alia* price revisions, increases and service delivery should it be deemed necessary.

19. GENERAL

- 19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Western Cape Department of Health reserves the right, in its sole discretion:
- 19.1.1 **To withdraw** any services from the bid process, **to terminate** any party's participation in the bid process or **to accept or reject** any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,
- 19.1.2 **To amend** the bid process, closing date or any other date at its sole discretion,
- 19.1.3 **To cancel** the bid or any part of the bid before the bid has been awarded,
- 19.1.4 **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,
- 19.1.5 **Not to award** the bid to the highest points or lowest price,
- 19.1.6 **To reject** all responses submitted and to embark on a new bid process.

20. SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY (SAHPRA) LICENCE

- 20.1 All medical consumables must be registered with South Africa Health Products Regulatory Authority (SAHPRA)
- 20.2 In the case of medical consumables, the SAHPRA certification must be attached with the completed Bid Document to be considered. Failure to do so will lead to disqualification / non-compliance.

21. COMPLIANCE FOR QUALITY

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

22. CONTACT DETAILS

- 22.1 Please provide the particulars of the contact person responsible for all queries related to this bid, and if you are successful, this contract, and to whom all correspondence can be directed:

Name:	Designation:
Telephone no with area code:	Fax no:
Cell phone no:	Email address:

THE DELIVERY OF ORDERS SHALL BE MADE TO THE FOLLOWING INSTITUTIONS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH:

GROOTE SCHUUR HOSPITAL Main Road OBSERVATORY Cape Town 7925	TYGERBERG HOSPITAL Francie Van Zijl Drive PAROW Cape Town 7500	RED CROSS WARE MEMORIAL CHILDREN'S HOSPITAL Klipfontein Road RONDEBOSCH Cape Town 7700
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IMPORTANT NOTICE

It is the responsibility of bidders to ensure that their products are delivered to the evaluating institutions below.

No late samples will be considered after requested delivery date. Any circumstances and offers corresponding with late samples will be disregarded summarily. Similarly, representative samples will not be accepted under any circumstances.

Note: Please include evaluation forms with each of the samples and ensure that samples are labelled with the bidder's name and the bid- and item number.

IMPORTANT NOTICE	
It is the responsibility of bidders to ensure that their products are known to the evaluating Institution. No late samples will be considered under any circumstances and offers corresponding to late samples will be summarily disregarded. Similarly, representative samples will not be accepted under any circumstances.	
WESTERN CAPE EVALUATING INSTITUTIONS: TBH 501/01/2021R	
BID PROPOSAL BY 14 APRIL 2023 Department of Health Directorate: Supply Chain Management Tygerberg Hospital 1 ST Floor, Room 62, Administration Building Francie Van Zijl Drive Parow Cape Town For attention: Ms Gail Isaacs Tel: (021) 938 4980 E-mail: Gail.Isaacs@westerncape.gov.za NOTE: THE BID PROPOSALS MIGHT NOT FIT IN THE BID BOX AND MAY THEN BE DELIVERED TO THE ABOVEMENTIONED OFFICE. THE BIDDER MUST ENSURE TO COMPLETE A BID RECEIVE REGISTER ON SUBMITTING THEIR BID PROPOSALS.	SAMPLES, BROCHURES AND EVALUATION FORMS on notification of compliance only: More particulars will be supplied to compliant bidders Department of Health Directorate: Supply Chain Management Tygerberg Hospital Room 62, 1 st Floor, Admin Building, Entrance 1 Francie Van Zijl Drive Parow Cape Town For attention: Ms G Isaacs Tel: (021) 938 4980 E-mail: Gail.Isaacs@westerncape.gov.za

Bidders must complete Section A of the attached evaluation form and submit it along with Sections B and C and their samples to Tygerberg Hospital.

One copy of the attached form should accompany the samples of each item for which a bid was submitted. Samples sent to Tygerberg Hospital without an evaluation form **will not be considered**.

Samples must be submitted for evaluation within 2 weeks from request date. Failure to comply with this request may invalidate an offer.

DEPARTMENT OF HEALTH

INSTRUCTIONS TO BIDDERS REGARDING EVALUATION FORMS

Please read the following instructions carefully before sending samples to the evaluating institution for trials:

1. **This is a legal document and the only evaluation form that will be considered for the adjudication and awarding of bids. Failure to complete evaluation forms correctly and in full may invalidate your product evaluation.**
 - 2.1 Samples must reach the Procurement office (Room 62) within **2 weeks (not later than)** from receipt of request to enable staff to complete evaluations on time.
 - 2.2 Samples shall be provided to Tygerberg Hospital for each item in the specification (**WCBD 3.1/2 forms**).
 - 2.3 **Please ensure that an appointment is made with the Procurement Official at Tygerberg Hospital before delivering samples for evaluation.**
 - 2.4 Each sample **MUST BE MARKED INDIVIDUALLY** with a label/sticker in clear, legible print of a reasonable size attached to the sample, either directly or on the outer packaging (not on the outside of poly bags or zip seal bags), on which **THE BID AND ITEM NUMBER AND THE BIDDER'S NAME AND ADDRESS** must appear.
 - 2.5 **Representative samples** will be accepted for evaluation. Please provide a sample for each item for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies perform as required under trial conditions.
3. It is the bidder's responsibility to provide written proof that samples of each product offered in terms of this bid was delivered to the evaluating institution. This shall consist of a document with the name of the institution, a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, **the signature of the representative who delivered the samples and the signature of the official receiving the samples.** Please **DO NOT** copy the first page of the attached evaluation report and complete the details for the sample and the institution to which it was submitted yourself – this is not acceptable.
4. Any enquiries regarding the evaluation form must be directed to:

Official : Ms G Isaacs
Telephone no. : (021) 938 4980
E-mail : Gail.Isaacs@westerncape.gov.za

**PLEASE DETACH THIS PAGE BEFORE SENDING THE EVALUATION FORM TO THE EVALUATING INSTITUTION.
PLEASE DO NOT INCLUDE THIS FORM OR THE EVALUATION REPORT IN YOUR BID OFFER.**

OFFICIAL SAMPLE EVALUATION REPORT

TO BE USED FOR ADJUDICATION PURPOSES ONLY

PLEASE NOTE:

- Section A1 and A2 must be completed in full and accurately by the bidder or their representatives.
- The purpose of this form is to obtain input from end-users for adjudication purposes only.
- The completed report is confidential and not for the information of bidders or their representatives.
- No other version of the evaluation form or report will be acceptable for adjudication purposes.
- Ariba (Tradeworld) purchases are not regarded as valid evaluations.

CONTRACT NUMBER:

TBH 501/01/2021R

CONTRACT ITEM NO:

SECTION A1: COMPANY DETAILS: FOR COMPLETION BY BIDDER

Bidder's/company name:

Representative's name and surname:

SECTION A2: PRODUCT DETAILS: FOR COMPLETION BY BIDDER

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

Trade/Brand name (if applicable):

Catalogue number/ Product code:

Offer number (if applicable):

SECTION B: FOR COMPLETION BY THE EVALUATING INSTITUTION

Name of evaluating institution:

Date:

Evaluated by (print name):

Signature:

Department/Unit:

Contact number:

1. Is product to specification? (Please circle your option)

YES/NO If NO, provide reasons

2. Is product acceptable for intended use? (circle your option)

YES/NO If NO, provide reasons

3. Any other comments relating to the item:

Name of supervisor (print name):

Signature:

Have you checked and verified the evaluation forms for correctness?

YES/NO

Name of CPS/Appointed official (print name):

Signature:

SECTION C: FOR HEAD OFFICE USE ONLY

Received by (Print name): _____

Signature: _____ Date: _____

Incomplete forms _____ Date: _____

PERFUSION TENDER
GSH, TBH & RCWMCH

Note:

The items on this tender are to cover all 3 tertiary institutions. Items used at more than one institution are not listed more than once: the number required of each item reflects the sum of the total across all 3 institutions over the period of the contract.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____

BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

PART 1: CUSTOM TUBING PACKS
TBH REQUIREMENTS

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
1	Blood Cardioplegia system: Custom made as per TBH requirements:									
1.1	TBH Adult blood cardioplegia system (see diagram 1 of Appendix B)	360			360			360		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country manufacture	of	D. State offered	packaging
1.1.						

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. **Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,**

I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____

BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
2	Adult Hemoconcentrator pack: Custom made as per TBH requirements:									
2.1.	Custom made as per TBH requirements (see diagram 2 of Appendix B)	100			100			100		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
2.1				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____

BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
3	Adult 3/8-inch AV Loop:									
3.1	Custom made as per TBH requirements (See diagram 3 under Appendix B)	100			100			100		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
3.1				

E. Are you the manufacturer? Please circle your option. YES / NO

F. Does the offer comply with specification? Please circle your option. YES / NO

G. If not to specification, please indicate deviation(s) below,

H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

I. Is the prices firm for the duration of the contract? Please circle your option. YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option. YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

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BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
4	Combo Tubing packs:									
4.1	TBH Adult tubing pack with Arterial Filter (see diagram 4 under Appendix B)	310			210			210		
4.2	TBH Adult tubing pack without Arterial Filter (see diagram 5 under Appendix B)	250			250			250		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
4.1				
4.2				

- E. Are you the manufacturer? Please circle your option.
- F. Does the offer comply with specification? Please circle your option.
- G. If not to specification, please indicate deviation(s) below,

YES / NO

YES / NO

- H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

- I. Is the prices firm for the duration of the contract? Please circle your option.
- J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.
- K. Is the product latex and DEHP free? Please circle your option.

YES / NO

YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____

BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
5	Aortic Root Needle /Cardioplegia cannula with vent: - aortic root cannula - radiopaque tip attached to clear PVC body - 14cm length - 12 Ga, 9Fr									
5.1	including vent line, standard tip with Stainless steel flow-guard standard introducer	560			560			560		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
5.1				

- E. Are you the manufacturer? Please circle your option. YES / NO
- F. Does the offer comply with specification? Please circle your option. YES / NO
- G. If not to specification, please indicate deviation(s) below,

- H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

- I. Is the prices firm for the duration of the contract? Please circle your option. YES / NO

- J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

- K. Is the product latex and DEHP free? Please circle your option. YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____	BID NUMBER: TBH 501/01/2021R
CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00	OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
6	Air vent needle: - 18 Ga (1.2mm OD) needle of 3cm length with piece of tubing with clamp and hydrophobic filter - suitable for venting rigid containers - sterile, single-packed	220			220			220		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
6				

- E. Are you the manufacturer? Please circle your option. YES / NO
- F. Does the offer comply with specification? Please circle your option. YES / NO
- G. If not to specification, please indicate deviation(s) below,
- H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions, YES / NO
- I. Is the prices firm for the duration of the contract? Please circle your option. YES / NO
- J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.
- K. Is the product latex and DEHP free? Please circle your option. YES / NO
- NOTE:** All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____

BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

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ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
7	Purge line: - one-way valve +/- 10cm down a 75cm line - internal diameter ≤6mm - both ends terminating in male luer - each male luer pre-connected to the straight female luer of a standard 3-way tap - sterile, single-packed	10			10			10		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
7				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. **Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,**

I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

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		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
8	External Fluid protection Filter with shut-off valve for Clinical Devices: Surgical / Suction / Aspiration Machines. (Vac guard): - plastic housing chamber with fluid filter inside - translucent housing allowing for fluid visualization - includes a 0.3-micron bacterial eliminating filter effective in removing 99.9% of pseudomonas - includes a ¼ in. (0.64 cm) Male x Female elbow for setting adaptability - Non-Sterile, Disposable, Single-use Function: prevents back flow of aerosols and fluids into the vacuum system of devices / consumables which do not contain an integrated shut-off valve.	250			250			250		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country manufacture of	D. State packaging offered
8				

E. Are you the manufacturer? Please circle your option. YES / NO

F. Does the offer comply with specification? Please circle your option. YES / NO

G. If not to specification, please indicate deviation(s) below,

H. **Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,**

I. Is the prices firm for the duration of the contract? Please circle your option. YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option. YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____

BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
9	Retrograde cardioplegia cannula: Three Types –									
9.1	self-inflating balloon ~ smooth 18mm balloon ~ ergonomic handle ~ 14Fr (4.7mm) ~ 27cm (10.6") length ~ Single-packed, sterile	250			300			300		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
9.1				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. **Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,**

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YES / NO

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K. Is the product latex and DEHP free? Please circle your option.

YES / NO

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TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
10	Straight-tip aortic arterial cannula: - beveled thin-walled tips attached to tapered cannula bodies - approx. 7 in (17.8 cm) overall length - straight 3/8 in (0.95 cm) connector - plug / cap on cannula included - single-packed, sterile									
10.1	18 Fr with straight connector	20			20			20		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
10.1				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
11	Insertion kit for venous cannula for MICS and femoral venous cannula: percutaneous venous introducer kit: Kit must include: - size 11 scalpel - 18 Ga. Insertion needle - 5 ml syringe - three dilators: 8 Fr./12 Fr./16 Fr - 0.038-inch guidewire 260+ cm - Hemostasis cap (optional) - single-packed, sterile	50			50			50		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country manufacture of	D. State packaging offered
11				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
12	Femoral venous cannula with insertion kit: - wire-wound, kink-resistant venous cannula with tapered tip - marked at 5cm intervals to indicate insertion depth - includes kit for percutaneous insertion: components: introducer(s), guidewire and connector hub - terminates in 3/8 inch. (9.5 mm) barbed connector - single-packed, sterile Size Range –									
12.1	25Fr	15			15			15		

Note to bidders
This may be a multiple award
1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
12.1				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

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I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
13	Additional dilator sizes for percutaneous arterial cannula insertion: - single-packed, sterile Size Range									
13.1	18Fr	10			10			10		
13.2	20Fr	10			10			10		
13.3	22Fr	10			10			10		
13.4	24Fr	10			10			10		
13.5	26Fr	5			5			5		
13.6	28Fr	5			5			5		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country manufacture of	D. State packaging offered
13.1				
13.2				
13.3				
13.4				
13.5				
13.6				

- E. Are you the manufacturer? Please circle your option. YES / NO
- F. Does the offer comply with specification? Please circle your option. YES / NO
- G. If not to specification, please indicate deviation(s) below,

- H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions, YES / NO
- I. Is the prices firm for the duration of the contract? Please circle your option. YES / NO
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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
14	Percutaneous insertion kit for adult venous ECMO cannula: - multi-dilators – 10-18Fr - 0.038inch 200+cm J-tip guidewire - guidewire advancer - 18Ga needle - small blade - 10cc syringe - single-packed, sterile	20			20			20		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

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No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
14				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

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K. Is the product latex and DEHP free? Please circle your option.

YES / NO

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
15	Paediatric Cardioplegia set: Custom made as per TBH requirements: (See diagram 7 under appendix B)	60			60			60		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
15				

E. Are you the manufacturer? Please circle your option. YES / NO

F. Does the offer comply with specification? Please circle your option. YES / NO

G. If not to specification, please indicate deviation(s) below,

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YES / NO

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		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
16	TBH paediatric tubing pack: Custom made as per TBH requirements: see diagram 6 under Appendix B	60			60			60		

Note to bidders
This may be a multiple award
1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
16				

E. Are you the manufacturer? Please circle your option. YES / NO

F. Does the offer comply with specification? Please circle your option. YES / NO

G. If not to specification, please indicate deviation(s) below,

H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
17	Percutaneous insertion kit for paediatric venous ECMO cannula: - multi-dilators – 10-18Fr - 0.038inch J-tip guidewire +/-60cm - guidewire advancer - needle - small blade - 10cc syringe	10			N/A			N/A		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
17				

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. **Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,**

I. Is the prices firm for the duration of the contract? Please circle your option.

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
18	TAVI Introducer Needle: - 11cm - 18Ga - size: 18Fr	25			25			25		
Note to bidders This may be a multiple award 1-2 sterile samples for clinical evaluation of brands not known to end-users may be required										
IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.										
No.	A. Brand name	B. Product/catalogue codes		C. Country of manufacture		D. State offered packaging				
18										

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

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J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
19	S5 Stockert Heart-Lung Machine: Disposable transducers Item must be compatible to S5 Stockert Heart-Lung Machine currently placed.									
19.1	– sole proprietary ArgoTrans transducer – sterile, single-packed, single use	15			10			10		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State offered	packaging
19.1					

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. **Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,**

Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document.

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

NAME OF BIDDER: _____

BID NUMBER: TBH 501/01/2021R

CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00

OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

ITEM	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITY & BID PRICE IN SA CURRENCY INCLUDING VAT								
		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
20	Nihon Kohden Cardio life AED 2100-3100 Defibrillator:									
20.1	Disposable external defibrillator pads - sole proprietary disposable external defibrillator pads (H329) - Internal paddle electrode (H329) with disposable pad adaptor cable and outside connector - Approximate Dimensions: 20cm length, 17 cm width, 4 cm height.	50			50			50		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State offered	packaging
20.1					

E. Are you the manufacturer? Please circle your option. YES / NO

F. Does the offer comply with specification? Please circle your option. YES / NO

G. If not to specification, please indicate deviation(s) below,

H. **Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,**

I. Is the prices firm for the duration of the contract? Please circle your option. YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option. YES / NO

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		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
21	Activated Clotting Time (ACT) device: Hemochron Signature Elite "Point of Care ACT device - suitable for use in cardiac surgery with cardiopulmonary bypass - high range ACT measurement - requires ≤ 1ml of blood for measurement - cuvette Hemochron Signature Elite sole proprietary associated Point of Care ACT device associated compatible disposables:									
21.1	Cuvette for ACT measurement as per TBH requirements	4350			4350			4350		
21.2	Cuvette quality control normal JACT+	30			30			30		
21.3	Cuvette quality control abnormal ACT-JR11	30			30			30		

Note to bidders

This may be a multiple award

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IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State offered packaging
21.1				
21.2				
21.3				

- E. Are you the manufacturer? Please circle your option.
- F. Does the offer comply with specification? Please circle your option.
- G. If not to specification, please indicate deviation(s) below,

YES / NO

YES / NO

- H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

www.westerncape.gov.za

Health: Tygerberg Hospital Supply Chain Management Department

PRICING SCHEDULE (PURCHASES)

TBH 501/01/2021R: SUPPLEMENTARY: MULTI SUPPLIER OPEN BID FOR THE SUPPLY AND DELIVERY OF PERFUSION AND CARDIOTHORACIC SURGERY REQUIREMENTS TO GROOTE SCHUUR HOSPITAL, TYGERBERG HOSPITAL AND RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF TWO (2) YEARS AND FIVE (5) MONTHS, EFFECTIVE 1 JULY 2023 UNTIL 30 NOVEMBER 2025 WITH THE OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS SUBJECT TO SUPPLIER PERFORMANCE

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I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

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K. Is the product latex and DEHP free? Please circle your option.

YES / NO

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		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
22	Angled Aortic arterial cannula: MUST BE COMPATIBLE TO CURRENT DEVICE PLACED - 135° curved / angled tips with suture collar - tapered, one piece, kink resistant wire wound bodies - approx. 22cm length - ¼" or 3/16" connection site (size - dependent) - excluding connector Size range –									
22.1	11Fr (3.5mm)	60			60			60		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State packaging offered
22.1				

- E. Are you the manufacturer? Please circle your option. YES / NO
- F. Does the offer comply with specification? Please circle your option. YES / NO
- G. If not to specification, please indicate deviation(s) below,

- H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

- I. Is the prices firm for the duration of the contract? Please circle your option. YES / NO

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		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
23	Paeds hemoconcentrator pack: Custom TBH requirements:									
23.1	Custom made as per TBH requirements (see diagram 8 of Appendix B)	60			60			60		

Note to bidders

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1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country manufacture of	D. State packaging offered
23.1.				

- E. Are you the manufacturer? Please circle your option. YES / NO
 F. Does the offer comply with specification? Please circle your option. YES / NO
 G. If not to specification, please indicate deviation(s) below,

H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

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		1 ST YEAR			2 ND YEAR			3 RD YEAR		
		QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)	QTY Each	Unit Price (ZAR)	Total (ZAR)
24	Blood-salvage / Cell-saving via Autotransfusion Device: - yields a very high Hematocrit post processing - has excellent supernatant removal - has excellent processing speed - internal suction source - smart suction technology advantageous " Option to have a placement agreement for device(s) Associated sole-proprietary disposables:									
24.1	Haemonetics Complete kit-VERTICE	710			710			710		
24.2	Haemonetics Reservoir (single)-VERTICE	100			100			100		
24.3	Haemonetics Suction line (single)-VERTICE	100			100			100		

Note to bidders

This may be a multiple award

1-2 sterile samples for clinical evaluation of brands not known to end-users may be required

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLY TO EACH AND EVERY QUESTION.

No.	A. Brand name	B. Product/catalogue codes	C. Country of manufacture	D. State offered	packaging
24.1					
24.2					
24.3					

E. Are you the manufacturer? Please circle your option.

YES / NO

F. Does the offer comply with specification? Please circle your option.

YES / NO

G. If not to specification, please indicate deviation(s) below,

H. Period required for delivery (this must comply with or be exceed the Department's requirements in paragraph 10.1 – 10.2 of the special conditions,

I. Is the prices firm for the duration of the contract? Please circle your option.

YES / NO

J. If non-firm prices are offered, please complete the attached WCBD 3.1/2 forms.

K. Is the product latex and DEHP free? Please circle your option.

YES / NO

NOTE: All delivery costs must be included in the bid price for delivery at the prescribed destination. The names and addresses of the hospitals can be found on page 14 of this document

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NAME OF BIDDER: _____	BID NUMBER: TBH 501/01/2021R
CLOSING DATE AND TIME: 14 APRIL 2023 AT 11H00	OFFERS SHALL BE VALID FOR 90 DAYS FROM CLOSING DATE OF BID

All prices must include VAT and Delivery	YEAR 1	YEAR 2	YEAR 3
TOTAL (brought forward) for all items	R _____	R _____	R _____
GRAND TOTAL (Total of all years)	R _____		

DEFINITION OF PRICING STRUCTURES

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

1. Firm prices

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

The following two pricing structures will also be considered as firm prices:

- 1.2 **Firm prices** linked to fixed period adjustments, i.e two tier prices (firm 1st and firm 2nd year prices), only subject to the variables indicated in the above paragraph.
- 1.3 **Firm prices** subject to rate of exchange fluctuations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations)

Note: Any advantage due to a more profitable exchange rate must be passed on to the Province.

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Non-firm prices

Non-firm prices are either prices linked to proven adjustments or prices linked to escalation formula adjustments.

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

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

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

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

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING:

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

Where:

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

3. THE FOLLOWING INDEX/INDICES WAS USED TO CALCULATE THE BID PRICE:

Index	.....	Dated	.....	Index	.....	Dated
	.....	Index	.....	Dated	.....
Index	.....	Dated	.....	Index	.....	Dated
	.....	Index	.....	Dated	.....

Appendix B: TBH Custom Drawings

Table of Contents.....	B1
DIAGRAM 1: ADULT BLOOD CARDIOPLEGIA SYSTEM.....	B2
DIAGRAM 2: ADULT HEMOCONCENTRATOR PACK.....	B3
DIAGRAM 3: ADULT 3/8-INCH AV LOOP	B4
DIAGRAM 4: ADULT TUBING PACK WITH ARTERIAL FILTER.....	B5
DIAGRAM 5: ADULT TUBING PACK WITHOUT ARTERIAL.....	B6
DIAGRAM 6: PAEDIATRIC TUBING PACK.....	B7-B8
DIAGRAM 7: PAEDIATRIC CARDIOPLEGIA SET.....	B9
DIAGRAM 8: PAEDS HEMOCONCENTRATOR PACK.....	B10

Diagram 2: Adult Hemoconcentrator Pack

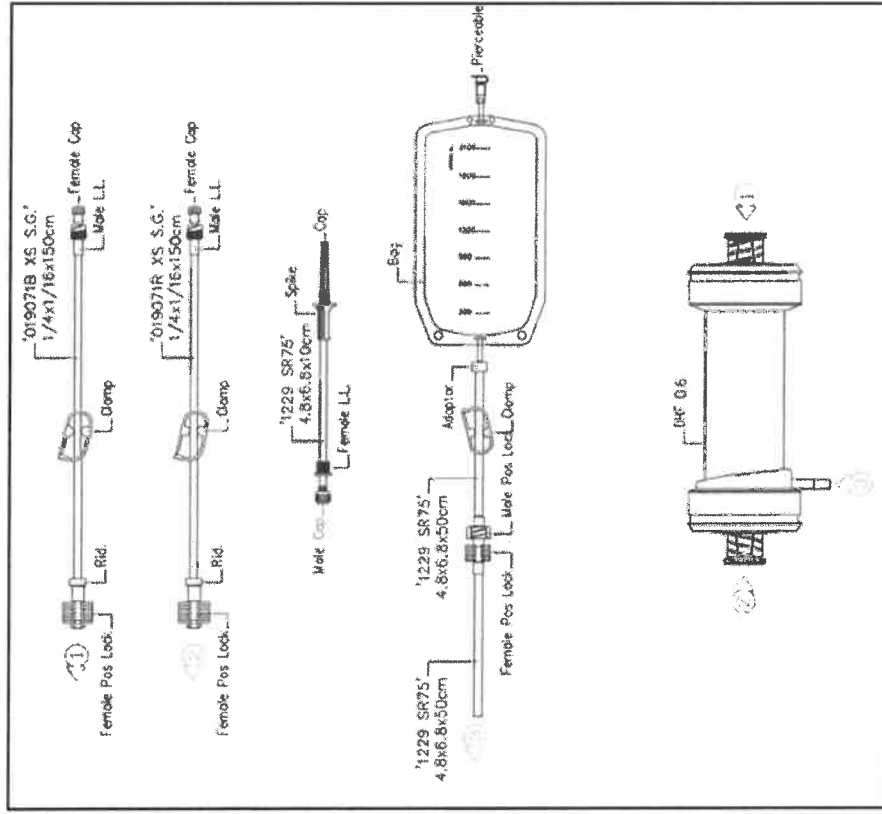


Diagram 3: Adult 3/8-inch AV Loop

Note: Should be bio-coated. Tubing to be PVC with a 65-70 Shore A. Sterile

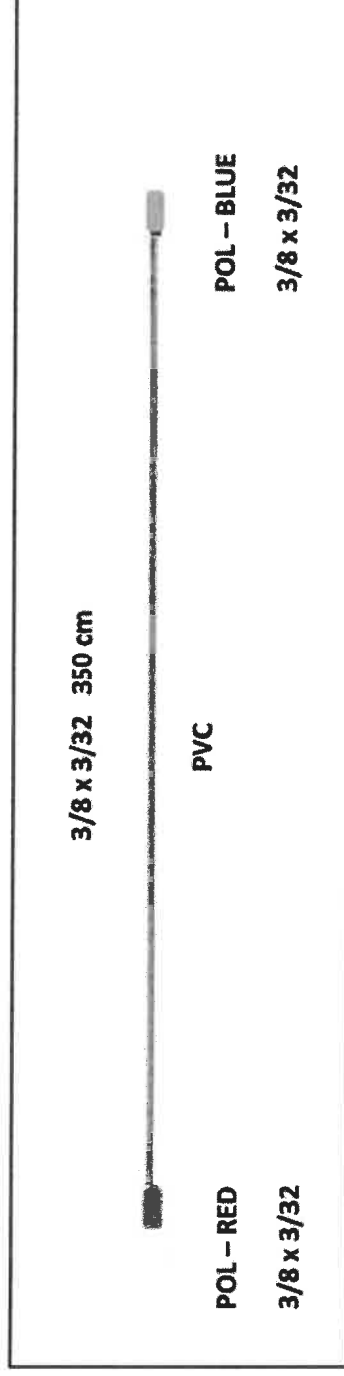


Diagram 4: Adult Tubing Pack with Arterial Filter

Note: Entire circuit must be bio-coated. All tubing to be PVC of 65-70 Shore A, unless stipulated as silicone which has to be of Rehau type (or equivalent). Cable ties should be added to all pre-connections. Blocks around figures indicate sterile individual packaging.



Note: Entire circuit must be bio-coated. All tubing to be PVC of 65-70 Shore A, unless stipulated as silicone which has to be of Rehau type (or equivalent). Cties should be added to all pre-connections. Blocks around figures indicate sterile individual packaging.

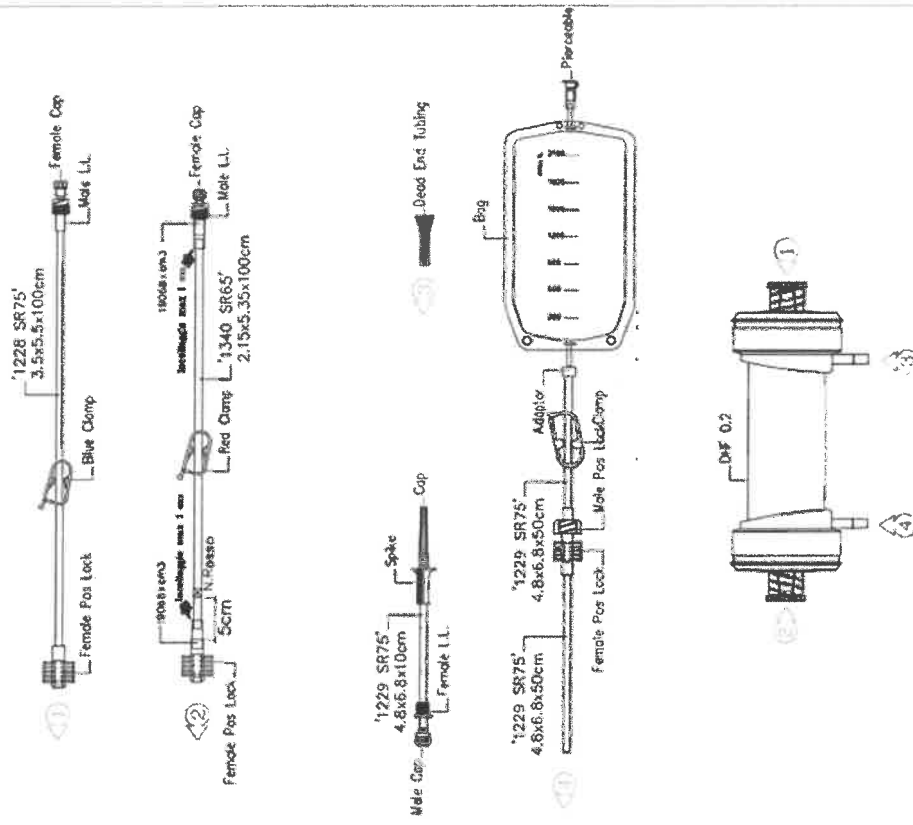


Diagram 6: Paediatric Tubing Pack

Note: Entire circuit must be bio-coated. All tubing to be PVC of 65-70 Shore A, unless stipulated as silicone which has to be of Rehau type (or equivalent). Cable ties should be added to all pre-connections. Blocks around figures indicate sterile individual packaging.



Diagram 8: Paediatric hemoconcentrator pack





**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), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

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

"business interest" means -

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

4. **"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;

5. **"Corruption"**- General offences of corruption are defined in the Combating of Corrupt Activities (a)

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

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.

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 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 –

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(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;

"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.

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

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

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

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

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

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.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution
6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
- 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.
 - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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 with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

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

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.

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

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

Furthermore, an employee employed by an organ of state conducting remunerative work outside 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.

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

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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)

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

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

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	--	----	-----

C2. TABLE C

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)?					NO YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)					
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

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

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

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

SECTION 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 understand the content of the document;

iii. 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, specifications and conditions or delivery particulars of the products or services to the Institution.

iv. 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 awarding of the contract.

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

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

1.4 Do you want to make an affirmation? ANSWER:

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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

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.

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

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

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

or

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

or

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

or

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

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

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

- 1.4 to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

- 3.1 Bidders are required to sign and submit this Western Cape Bidding Document (WCBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

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

- 1.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at EMalapane@thedtic.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number**TBH 501/01/2021R**.....

Closing date: **14 APRIL 2023 11:00AM**

Name of bidder.....

Postal address.....

Signature.....

Name (in print)

Date.....

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

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

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

1. DEFINITIONS 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and **"tender"** is the act of bidding /tendering;

1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract; Western Cape Supplier Evidence Bank Version: January 2023

1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"non-firm prices"** means all prices other than "firm" prices;

1.14 **"person"** includes a juristic person;

1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

1.16 **"proof of B-BBEE status level contributor"** means-

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

(a) The B-BBEE status level certificate issued by an authorized body or person;

(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

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

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

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

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

(delete whichever is not applicable for this tender).

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

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = Price of highest acceptable tender

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

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

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

1.2 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

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

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

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-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 tender.

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

7. BID DECLARATION

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? YES/NO (delete which is not applicable)

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company

- ☐ Personal Liability Company
- ☐ (Pty)Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.

- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 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.
- 1.17 "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.
- a. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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- 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.

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- 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 (17) 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.

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- 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 fulfilment 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.
- 17. Contract amendments**
- 17.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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- 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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.

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**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.

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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.

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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 wilful 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.

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- 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.

Js General Conditions of Contract (revised July 2010)

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