



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

BID NUMBER: WCGHCC138/2022

CLOSING DATE: 31 MARCH 2023

CLOSING TIME: 11:00

SUPPLY AND DELIVERY OF DIAGNOSTIC KITS TO ALL INSTITUTIONS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS, FOR A THREE-YEAR PERIOD.

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

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

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

1. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
2. The 90:10 Preferential Procurement Points System is applicable to this bid.
3. Please refer all technical/specification enquiries to:

Mr Jared Becker

Jared.Becker@westerncape.gov.za

021 834 9019

OR

Ms Rochelle Hardnick

Rochelle.Hardnick@westerncape.gov.za

Deputy Director: SCM Sourcing

03 MARCH 2023

Date:

Supplier Database Registration for Formal Competitive and Limited Bidding

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

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

Central Supplier Database	
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za

Bidders already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting www.csd.gov.za.

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

Only the B-BBEE status reflected **on form WCBD 6.1 in their bid document** will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4**. All other mandatory documents held on CSD will be accepted by Western Cape Government Health and Wellness (WCGHW) for the consideration of formal bids.

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

YES/NO

SAHPRA (SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY) REGISTRATION

Bidders must submit a valid copy of SAHPRA certificate as a manufacturer, distributor or wholesaler of medical devices and IVD's. Failure to complete and submit the above documents will invalidate your bid. The contact number of SAHPRA is 012 501 0300 and e-mail address is: enquiries@sahpra.org.za. Should you need to download application forms, please visit <http://www.sahpra.org.za>.

MANDATORY WESTERN CAPE BID DOCUMENTS

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

Western Cape Bid Document (WCBD) Reference	Western Cape Bid Document Name
WCBD1	Invitation to Bid.
WCBD3.1	Pricing Schedule.
WCBD4	Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination.
WCBD5	The National Industrial Participation Programme
WCBD6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 and the Western Cape Government's Interim Strategy as it relates to Preference Points.

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SPECIAL CONDITIONS

THIS BID IS DUE AT **11:00 ON FRIDAY, 31 MARCH 2023**

VALIDITY EXPIRES ON **SATURDAY, 29 JULY 2023 (120 DAYS)**

1. DELIVERY LOCATIONS

- 1.1 Goods **are required for delivery into the stores of institutions and/or the Cape Medical Depot** under the control of the Department of Health, Western Cape Government (refer to list on pages 10 and 11) 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. EVALUATION PROCESS & CLINICAL EVALUATION OF SAMPLES

- 3.1 Bidders must ensure that all the relevant evaluating hospitals and institutions indicated further on in the **"Important Notice"** and including the Head Office: Supply Chain Sourcing component of the Department of Health, are provided with sufficient samples of ALL the products offered, as specified for each item, including those currently available on contract(s) and/or in use at institutions.
- 3.2 **Samples will only be requested from bidders who are deemed to be compliant to mandatory requirements articulated in this bid document. Compliant bidders will be informed of the cut-off date, time and venue for sample deliveries in writing. Bidders must ensure that samples are available / ready at the time of bid closing, however, only compliant bidders will be notified in writing as to the time, date and venue for samples to be delivered. Bidders will be given two (2) weeks' notice to have samples delivered. Failure to do so will invalidate your bid offer.**
- 3.3 It is the bidder's responsibility to provide written proof that samples of each product were delivered to the specified institutions. This shall consist of a document with the name of the designated institution, a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, the signature of the representative who delivered the samples and the signature of the official receiving the samples. These documents must be forwarded to Clinical Sourcing as soon as the deliveries are made.
- 3.4 For the purpose of this bid, **products will not be evaluated** at Institutions and at Head Office, as indicated in the "Important Notice":
- * If the evaluation report/form **does not contain all its pages (including Section A)**,
 - * If the evaluation report/form is **supplied without samples for clinical trials**,
 - * If the **incorrect sample is supplied against the incorrect evaluation form**,
 - * If **each item/sub-item is not accompanied by a separate evaluation form**, and/or
 - * If **products are incorrectly labelled/not labelled** or reflect **incorrect supplier catalogue numbers**.
- 3.5 **No representative samples will be accepted for evaluation.** Please provide a sample for each item/sub-item for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies perform as required under clinical conditions.
- 3.6 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.
- 3.7 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.

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- 3.8 An individual evaluation report form for each sample **MUST BE ATTACHED TO THE SAMPLE**, please, and must not be supplied separately in a box or envelope
- 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 multiple award unless otherwise stated in the specifications.

4. PACKAGING OF PRODUCTS FOR BID AND CONTRACT PURPOSES

- 4.1 In respect of goods provided for bid purposes as well as goods provided for contract purposes, each item in a carton/box must be individually labelled and the following information must appear on the outer packaging of the carton, where applicable:
- * 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.
- 4.2 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 The South African Bureau of Standards (SABS) has changed the prefix of its reports to SANS, e.g. SANS1427:2006 for SABS1427:2006. The testing body, however, is still referred to as SABS and SABS mark remains unchanged.
- 6.2 **Where/If** 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.
- 6.3 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.
- 6.4 Samples submitted to SABS for testing must be marked individually with the bid and item number and the bidder's name and address.

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- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 If your company has an account with SABS, please submit proof which is obtainable from SABS, where required.

SABS MARK

- 6.9 If the product bears a valid SABS mark, it does not have to be tested. However, a valid, certified copy of SABS' notification to the company that its product is eligible shall bear the SABS mark must be submitted to the Department in your offer by the closing date and time of the bid, where required.
- 6.10 All SANS reports and SABS mark certificates shall bear brand names corresponding with the relevant items in the bid specifications.

CONTACT DETAILS

- 6.11 The addresses for the SABS are as follows:

Postal:

The South African Bureau of Standards
Private Bag X191
Pretoria

Physical:

1 Dr Lategan road
Groen kloof
Pretoria
0001

7. MANUFACTURING STANDARDS

- 7.1 If your company uses more than one manufacturer, valid, certified copies of manufacturing standards for each facility and country where products are manufactured or from where they are sourced must be included in your bid documents, please.

8 DELIVERY

- 8.1 **Products shall be delivered within 21 days of receipt of the first order and thereafter ex stock, 48-72 hours.** This means that the contractor must deliver within 21 days after receipt of the first order from hospitals and within 48 to 72 hours after receiving subsequent orders. The supplier shall ensure the integrity of the goods while in transit.
- 8.2 **Bidders will be obliged to deliver stock in accordance with the Department's delivery conditions** in the WCBD 3.1 (bid specification) and paragraph 8.1 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.

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8.3 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."*

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

YES / NO

8.5 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

9 ORDERING RESTRICTIONS

9.1 Institutions shall not be restricted to minimum quantity orders.

10 QUANTITIES

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

11 STATEMENT OF SUPPLIES AND SERVICES

- 11.1 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.

12 LATEX, DEHP, LEAD AND MERCURY

- 12.1 Bidders/contractors are to submit verification reports of all items specified to be free of latex, [Di (2-ethylhexyl) phthalate]] DEHP, lead and mercury.
- 12.2 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.

13 CLINICAL EVIDENCE

- 13.1 The Department reserves the right to request clinical evidence of any product or medical device if and when required.
- 13.2 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.

14 PRICES

- 14.1 All prices quoted must include free delivery to the various institutions as indicated in paragraph 1.
- 14.2 **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:

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

- 14.3 Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not firm.
- 14.4 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 Rate of Exchange (ROE) only.
- 14.5 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.
- 14.6 **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.
- 14.7 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**
- 14.8 If yes, the following particulars in respect of each of the applicable items must be provided in the attached WCBD3.1/2, paragraph B.
- 14.9 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 rates applicable 10 days before bid closing, on **Tuesday, 21 March 2023**.

- 14.10 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.
- 14.11 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 (SEE WCBD3.1/2, PARAGRAPHS 2 & 2.1)

- 14.12 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).
- 14.13 **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.

15 PAYMENT

- 15.1 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 to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.
- 15.2 Payment shall be **30 days from receipt of invoice**.

16 NEGOTIATIONS

- 16.1 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.

17 GENERAL

- 17.1 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:

- * **To withdraw** any services from the bid process, **to terminate** any party's participation in the bid process or **to accept or reject** any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,
- * **To amend** the bid process, closing date or any other date at its sole discretion,
- * **To cancel** the bid or any part of the bid before the bid has been awarded,
- * **Not to accept** the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,
- * **Not to award** the bid to the highest points or lowest price,
- * **To reject** all responses submitted and to embark on a new bid process.

19. COMPLIANCE FOR QUALITY

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

20 CONTACT DETAILS

- 20.1 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:

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Alexandra Hospital Cnr Alexandra and Annex Road MAITLAND 7405	Beaufort West Hospital 99 Voortrekker Street BEAUFORT WEST 6970	Brewelskloof Hospital Haarlem Street WORCESTER 6850
Brooklyn Chest Hospital Stanberry Road YSTERPLAAT 7405	Caledon Hospital Off the N2 CALEDON 7230	Cape Medical Depot 16 Chiappini Street CAPE TOWN 8001
Ceres Hospital Rivierkant Street CERES 6835	Citrusdal Hospital Vrede Street CITRUSDAL 7340	Clanwilliam Hospital Ou Kaapse Weg CLANWILLIAM 8135
DP Marais c/o White and Main Road, RETREAT 7945	Eerste River Hospital Humbolt Avenue Perm Gardens EERSTE RIVER 7100	False Bay Hospital 17 th Avenue FISH HOEK 7975
George Hospital Corner of Langenhoven and Davidson Road GEORGE 6529	Groote Schuur Hospital Groot Schuur Dr OBSERVATORY 7925	Harry Comay Hospital Sandkraal Road GEORGE 6529
Helderberg Hospital cnr Lourens & Hospital Roads SOMERSET WEST 7130	Hermanus Hospital Hospital Street HERMANUS 7200	Karl Bremer Hospital cnr Mike Pienaar Blvd & Frans Conradie Avenue BELLVILLE 7530
Khayelitsha District Hospital, C/o Steve Biko and Walter Sisulu Drives KHAYELITSHA 7784	Knysna Hospital Main Road KNYSNA 6570	Ladismith (Alan Blyth) Hospital Upper Church Street LADISMITH 6655
Lentegeur Hospital Highlands Drive MITCHELLS PLAIN 7786	Laingsburg Hospital Voortrekker Street LAINGSBURG 6900	Malmesbury Infectious Diseases Hospital PG Nielson Street MALMESBURY 7300
Mitchells Plain Hospital 8 AZ Berman street LENTEGEUR 7786	Montagu Hospital Corner Church & Hospital Street MONTAGU 6720	Mossel Bay Hospital 12th Avenue MOSSEL BAY 6500
Mowbray Maternity Hospital 12 Hornsey Road MOWBRAY 7705	Murraysburg Hospital Graaff-Reinet Street BEUFORT WEST 6995	New Somerset Hospital Corner Beach and Lower Portwood Road GREEN POINT 8005
Otto du Plessis Hospital C/o Dorpsig & Van Riebeeck Street BREDASDORP 7280	Oudtshoorn Hospital Park Road OUTDSHOORN 6620	Paarl Hospital cnr Bergriver Blvd & Hospital Street PAARL 7620
Prins Albert Hospital Lower Market Street PRINS ALBERT 6930	Robertson Hospital Van Oudtshoorn Street ROBERTSON 6705	Radie Kotze Hospital Main Road PICKETBERG 7320

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

Red Cross Children's War Memorial Hospital Corner Klipfontein & Milner Road RONDEBOSCH 7700	Riversdale Hospital Hospital Street RIVERSDALE 6670	Sonstraal Hospital Meaker Street MALMESBURY 7300
Stellenbosch Hospital 80 Marriman Ave STELLENBOSCH 7599	Stikland Hospital De la Haye Avenue BELLVILLE 7535	Swartland Hospital PG Nelson Street MALMESBURY 7300
Swellendam Hospital 18 Drostdy Street SWELLENDAM 6740	Tygerberg Hospital Francie van Zijl Avenue TYGERBERG 7505	Uniondale Hospital Hospital Street UNIONDALE 6460
Valkenberg Hospital Observatory Road OBSERVATORY 7925	Victoria Hospital Alphen Hill Road PLUMSTEAD 7800	Vredenburg Hospital Voortrekker Street VREDENBURG 7380
Vredendal Hospital c/n Kooperasie and Van Der Stel Street, VREDENDAAL 8160	Wesfleur Hospital Wesfleur Circle ATLANTIS 7349	Western Cape Rehabilitation Centre Highlands Drive, Lentegeur MITCHELL'S PLAIN 7785
Worcester Hospital Murray Street WORCESTER 6849	Forensic Pathology Services Francie van Zyl Drive TYGERBERG 7505	Western Cape Health Warehouse Tygerberg Hospital Premises Francie van Zijl Avenue TYGERBERG 7505

IMPORTANT NOTICE

It is the responsibility of bidders to ensure that their products are delivered to the evaluating institution below. **No late samples will be considered under 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 Head Office samples** and ensure that samples are labelled with the bidder's name, and the bid and item number.

EVALUATING INSTITUTION	
<p><u>DELIVERY ADDRESS:</u> Department of Health Directorate: Supply Chain Management Supply Chain Management Offices (M9 building) On premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville.</p> <p><u>FOR ATTENTION:</u> Mr Jared Becker Bid Administrator Tel: (021) 834 9019 E-mail address: Jared.Becker@westerncape.gov.za</p>	<p><u>DELIVERY ADDRESS:</u> Groote Schuur Hospital G52 – G-Floor Old Main Building Main Road Observatory</p> <p><u>FOR ATTENTION:</u> Ms Sylvia Dhayalan Clinical Procurement Specialist Tel: (021) 404 2067 E-mail address: Sylvia.Dhayalan@westerncape.gov.za</p>
<p><u>DELIVERY ADDRESS:</u> Tygerberg Hospital Room 187B, A-Ground (West wing) Fransie van Zyl Avenue, Tygerberg, 7505</p> <p><u>FOR ATTENTION:</u> Ms Louise Mouton Clinical Procurement Specialist Tel: 021 938 4938 E-mail address: Louise.Mouton@westerncape.gov.za</p>	<p><u>DELIVERY ADDRESS:</u> Red Cross Children's Hospital Supply Chain Management Room 1, Administration Block Klipfontein Road Rondebosch</p> <p><u>FOR ATTENTION:</u> Ms Tagodien Sondag Clinical Procurement Specialist Tel: (021) 658 5137 E-mail address: Tagodien.Sondag@westerncape.gov.za</p>

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

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 Head Office Department of Health for evaluations:

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 The samples for each item that shall be provided to Head Office Department of Health for evaluation. **Please ensure that an appointment is made with the contact person at Head Office before delivering samples for evaluation.**
- 2.2 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, please.
- 2.3 **NO 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 evaluation 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 Head Office. This shall consist of a document with 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.**
4. Any enquiries regarding the evaluation form must be directed to:
Official : Mr Jared Becker
Telephone No. : (021) 834 9019
E-mail : Jared.Becker@westerncape.gov.za

PLEASE DETACH THIS PAGE BEFORE SENDING THE EVALUATION FORM TO THE EVALUATING INSTITUTION. ONLY SECTIONS A TO C MUST BE SUBMITTED TO THE EVALUATING INSTITUTION. PLEASE DO NOT INCLUDE THIS FORM OR THE EVALUATION REPORT IN YOUR BID OFFER.

SAMPLE EVALUATION FORM <u>TO BE USED FOR EVALUATION PURPOSES ONLY</u>			
<ul style="list-style-type: none"> Section A 1 and A 2 must be completed in full and accurately by the Bidder. The purpose of the Sample Evaluation Form is to obtain input from end-users for evaluation purposes only. The completed Sample Evaluation Form is confidential and not for the information of bidders or their representatives. No other version of the Sample Evaluation Form will be acceptable for evaluation purposes. IPS purchases are not regarded as evaluations. Bidders may make copies of this form prior to submission of samples. Bidders must ensure that each sample is labelled, numbered and has a corresponding form attached. 			
Contract Number:	WCGHCC138/2022	Contract Item Number	
SECTION A 1: COMPANY DETAILS: FOR COMPLETION BY BIDDER			
Bidder's name:			
Representative's name and surname:			
SECTION A 2: PRODUCT DETAILS: FOR COMPLETION BY BIDDER			
Product name/type (e.g. gauze swab):			
Trade/Brand name (if applicable):			
Catalogue number/ Product code:		Offer number (if applicable):	
SECTION B: FOR COMPLETION BY THE DEPARTMENT			
Name of evaluating institution:		Date:	
Evaluator's Name (print):		Signature:	
Department/Unit:		Contact number:	
1. Is product to specification? (circle an option)			YES / NO
If NO, provide reasons:			
2. Is product acceptable for intended use? (circle an option)			YES / NO
If NO, provide reasons:			
3. Any other comments regarding the sample:			
Supervisor's Name (print):		Signature	
Have you checked and verified the evaluation forms for correctness?			YES / NO
Name of Appointed official (print)		Signature	
SECTION C: FOR HEAD OFFICE USE ONLY			
Recipient Name (Print):			
Signature:		Date:	
Incomplete forms returned: (circle an option)	YES / NO	Date:	

WCGHCC138/2022 SUPPLY AND DELIVERY OF DIAGNOSTIC KITS TO ALL INSTITUTIONS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS, FOR A THREE-YEAR PERIOD.
THE BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Department on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that: -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing hour and date of the bid, unless otherwise agreed to in writing;
 - (b) this bid and its acceptance shall be subject to the relevant laws and regulations, as amended from time to time, the important conditions at the end of this document and the Preference Certificate (if attached), with all of which I am/we are fully acquainted;
 - (c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Department and I/we will then pay to the Department any additional expense incurred by the Department having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Department shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Department may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the contract will be concluded on signature of the letter of acceptance;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicilium citandi et executandi (should be a full street address where service of documents will be accepted) in the Republic at:

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. Notwithstanding any Sub-Contracting, Co-Contracting or Joint Venture entered into, I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenderer(s) involved:
*(Delete whichever is not applicable)

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:	WCGHCC138/2022	CLOSING DATE:	31 MARCH 2023	CLOSING TIME:	11:00
DESCRIPTION	BID FOR THE SUPPLY AND DELIVERY OF DIAGNOSTIC KITS TO ALL INSTITUTIONS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS, FOR A THREE-YEAR PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
M9 GENSES Building, On the premises of Karl Bremer Hospital, C/o Mike Pienaar Boulevard & Fran Conradie Avenue,					
Foyer (main entrance), Ground Floor					
Bellville, Cape Town, 7530					
MARKED "DEPARTMENT OF HEALTH"					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Jared Becker		CONTACT PERSON	Rochelle Hardnick	
TELEPHONE NUMBER	021 834 9019		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Jared.becker@westerncape.gov.za		E-MAIL ADDRESS	Rochelle.Hardnick@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION 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]
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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 (WCB7).
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:

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY FOR A THREE YEAR PERIOD	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
1.	475 000 packets of 50 per annum	<p>BLOOD GLUCOSE TEST STRIP <u>compatible with Abbott FreeStyle Neo H blood glucose meters, for determination of glucose in whole blood.</u> Test strips shall contain any dry reagent for automatic measurement, based on biosensor responses, in blood samples no larger than 0.3 – 0.6 microlitres, to enable accurate measurement of <u>blood glucose levels</u> and measurement to correct for <u>hematocrit</u>. Test strips shall be individually wrapped in packs of 50 strips, with unopened shelf-life of at least <u>12 months from date of receipt</u>. Packs shall be stored at room temperature (25°C). Opened shelf-life instructions shall appear on pack.</p> <p>ICN: 999970U3280435</p> <p>Note to bidders: Please ensure that training in the use of these materials can be provided to staff, including those in rural areas</p>	1st year	Price per each 2nd year	3rd year
			R.....	R.....	R.....

Note to bidders:

1. Single award
2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.
3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

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

Bid Item Number	1.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER :	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
2.	3 750 packets of 10 for Year 1	KETONE TEST STRIPS: <u>compatible with Abbott FreeStyle NeoH blood glucose meters for quantitative determination of ketone in whole blood.</u> Test strips shall be <u>compatible with Abbott FreeStyle Neo H blood glucose meter.</u> ICN: 999970U4757860	1st year	2nd year	3rd year
	4 000 packets of 10 for Year 2				
	4 250 packets of 10 for Year 3		R.....	R.....	R.....

Note to bidders:

1. **Single award**
2. **If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
3. **If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number What is the Brand Name of the Offered item? What is the Product Code of the Offered item? What is the Product Country of Manufacture of the Offered item? Are you the Manufacturer of the Offered item? What is Packaging of the Item Offered? Does the offer comply with the specification? (Please circle your option) If not to specification, please indicate deviation(s) Are the prices firm for the duration of the contract? (Please circle your option) Is the product being offered latex free? (Please circle your option)	<div>2.</div> <div></div> <div></div> <div></div> <div>YES / NO</div> <div></div> <div>YES / NO</div> <div></div> <div></div> <div>YES / NO</div> <div>YES / NO</div>
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PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
3.	1000 meters per annum	KETONE METER WHICH INCLUDES A DEVICE FINGER PRICK TEST: Point-of-care testing, hand-held meter for quantitative determination of ketone in whole blood. Battery-powered, utilizing commercially available batteries in e.g. AA, AAA sizes, which shall have the following capabilities: ICN: 999970U4757872 Requirements Unit shall provide for determination of ketone in blood within a maximum period of 10 seconds. Unit must be designed for easy bedside testing. Unit to have a large, icon driven, high contrast press screen display with large numbers, designed to be easy to use. Screen must have no glare, even in bright sunlight. Unit shall be able to record date and time of each transaction. Unit shall have an on/off switch and shall switch off automatically after 2 minutes if unit is not used. Unit shall, however, store latest result before switching off. Unit shall operate and provide accurate and reliable Beta Hydroxy Buterate values under the following conditions: Operating Temperature to be between 14 until 40°C Operating Humidity to be below 85%. In temperatures outside the given ranges, unit shall reflect safety warning on display.	Price per each (single item)		
			1st year	2nd year	3rd year
			R.....	R.....	R.....
			Does product comply?		If not, state deviation &/or values
			YES / NO		
			YES / NO		
			YES / NO		
			YES / NO		
			YES / NO		
			YES / NO		
			YES / NO		
			YES / NO		

Note to bidders:

- Items 3 - 4 will be a single item award, i.e. your offer will only be considered if you have made offers on ALL of these items.
- If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.
- If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

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

Bid Item Number	3.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
4.	475 000 packets of 50 per annum	KETONE TEST STRIPS: Used with blood ketone meter for quantitative determination of ketone in whole blood. Test strips shall be <u>compatible with blood ketone meter</u> quoted for in item 3. ICN: 999970U4757860	Price per each (single item) 1st year 2nd year 3rd year R..... R..... R.....		

Note to bidders:

1. Items 3 - 4 will be a single item award, i.e. your offer will only be considered if you have made offers on **ALL** of these items.
2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.
3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

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

Bid Item Number What is the Brand Name of the Offered item? What is the Product Code of the Offered item? What is the Product Country of Manufacture of the Offered item? Are you the Manufacturer of the Offered item? What is Packaging of the Item Offered? Does the offer comply with the specification? (Please circle your option) If not to specification, please indicate deviation(s) Are the prices firm for the duration of the contract? (Please circle your option) Is the product being offered latex free? (Please circle your option)	<div style="text-align: center;">4.</div> <hr/> <hr/> <hr/> <hr/> <div style="text-align: center;">YES / NO</div> <hr/> <div style="text-align: center;">YES / NO</div> <hr/> <hr/> <hr/> <div style="text-align: center;">YES / NO</div> <hr/> <div style="text-align: center;">YES / NO</div>
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PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
5.		SPECIFICATION FOR SYPHILIS RAPID TEST KITS:	Price per each (single item)		
		ICN: 999970U3280450	1st year	2nd year	3rd year
		Requirements	R.....	R.....	R.....
			Does product comply?		If not, state deviation &/or values
		a)	Standard operating procedure – clear and easy to follow must be distributed.	YES / NO	
		b)	Specificity: Not less than 90%.	YES / NO	
		c)	Sensitivity: Not less than 95%.	YES / NO	
		d)	Additional equipment: Not required.	YES / NO	
		e)	Rapid test: Results within 5-30 Minutes.	YES / NO	
		f)	Simple test – easy to perform (less than -5 steps).	YES / NO	
		g)	Easy to interpret devise – strip/card or cassette tape.	YES / NO	
		h)	Please provide quantity of Tests per kit.	YES / NO	
		i)	Shelf life minimum of 12 months from date of receipt.	YES / NO	
		j)	Storage should be between 2° - 30° temperature	YES / NO	
		k)	Must have a built-in control	YES / NO	
		l)	Specimen type whole blood.	YES / NO	
		m)	All necessary supplies (diluent or pipette tips) require must be supplies as part of the test kit.	YES / NO	
n)	Must detect all isotypes of antibodies (IgA, IgG and IgM)	YES / NO			
o)	Training must be provided.	YES / NO			
Note to bidders:					
1. Single Award					
2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.					
3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.					

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

Bid Item Number	5.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
6.	1000000 test per annum	SPECIFICATION FOR HCG URINE PREGNANCY TEST STRIP:	Price per individually wrapped test strips (single item)		
			1st year	2nd year	3rd year
6.1		Must be pre-packaged individually in foil pouches with a desiccant to protect against moisture. Foil pouch must be stamped with lot number and expiration date. ICN: 999970U3280462	R.....	R.....	R.....
6.2		Container of 25 tests per pack for easy storage with a desiccant to protect against moisture. Foil pouch must be stamped with lot number and expiration date. ICN: 999970U4757858	Price per container		
			R.....	R.....	R.....
		Requirements:	<i>Does product comply?</i>	<i>If not, state deviation &/or values</i>	
a)		Test, colour change dipstick for the determination of Human Chorionic Gonadotropin (hCG) in urine.	YES / NO		
b)		Test strip must detect hCG concentrations not exceeding 25 IU/litre.	YES / NO		
c)		Test strip must detect hCG as early as 7 to 10 days after conception.	YES / NO		
d)		Test strip must detect a pregnancy up to 2 days before expected menstruation.	YES / NO		
e)		Rapid test: Results within 5 minutes.	YES / NO		
f)		Accuracy: 99%.	YES / NO		
g)		Test strip must allow for a negative result if only one band appears in the Control (C) Zone.	YES / NO		
h)		The test strip must allow for a positive result if two colored bands appear in the test panel.	YES / NO		
i)		The test strip must allow for an invalid result if no band appears in the Control Sensitivity: Not less than 90%.	YES / NO		
j)		Test strip must be easy to perform and interpret in less than 5 steps.	YES / NO		
k)		Test strip must be stored at room temperature of 9° to 30° C.	YES / NO		
l)		Additional equipment: Not required	YES / NO		
m)		Standard operating procedure – clear and easy to follow and must be distributed per pack.	YES / NO		
n)		Training may need to be provided if requested.	YES / NO		

Note to bidders:

- Single Award**
- If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
- If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	6.1	6.2
What is the Brand Name of the Offered item?		
What is the Product Code of the Offered item?		
What is the Product Country of Manufacture of the Offered item?		
Are you the Manufacturer of the Offered item?	YES / NO	YES / NO
What is Packaging of the Item Offered?		
Does the offer comply with the specification? (Please circle your option)	YES / NO	YES / NO
If not to specification, please indicate deviation(s)		
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
7.	1000 boxes of 50 per annum	SPECIFICATION FOR MULTI-DRUG URINE TEST STRIP: (5 Panel)	Price per each (single item)		
		ICN: 999970U4757845	1st year	2nd year	3rd year
		Requirements	R.....	R.....	R.....
			Does product comply?		If not, state deviation &/or values
a)		Multi-Drug Urine Test Panel must consist of five individual one-step immunoassays.	YES / NO		
b)		The test panel must be able to detect the following scheduled substances or classes: - AMP: Amphetamine, 1,000 ng/ml - COC: Cocaine, 300 ng/ml. - MET: Methamphetamine, 1,000 ng/ml. - OPI: Opiates, 2000 ng/ml. - THC: Cannabis, 50 ng/ml.	YES / NO		
c)		Accuracy: 99%.	YES / NO		
d)		Rapid Test: Results within 5 minutes.	YES / NO		
e)		Test must be SABS approved.	YES / NO		
f)		Test must be safe & easy to use.	YES / NO		
g)		Test strip must be pre-packaged in foil pouch and a desiccant to protect against moisture. Foil pouch must be stamped with lot number and expiration date.	YES / NO		
h)		Test strip must be easy to interpret. Illustration of positive or negative must be clearly provided on test strip.	YES / NO		
i)		Test strip must be stored at room temperature of 9° to 30° C.	YES / NO		
j)		Additional equipment: Not required	YES / NO		
k)		Up to 50 tests per pack for easy storage	YES / NO		
l)		Standard operating procedure – clear and easy to follow must be distributed.	YES / NO		
m)		TEST PROCEDURES AND INTERPRETATION OF RESULTS MUST BE ON EACH INDIVIDUAL TEST KIT.	YES / NO		

Note to bidders:

- 1. Single Award**
- 2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
- 3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	7.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
8.		SPECIFICATION FOR MULTI-DRUG URINE TEST STRIP: (10 Panel)	Price per Unit		
		ICN: 999970U3693278	1st year	2nd year	3rd year
		Requirements	R.....	R.....	R.....
			Does product comply?		If not, state deviation &/or values
a)	Unknown	Multi-Drug Urine Test Panel dipstick must consist of ten individual analytes / classes for the detection of multiple drugs and drug metabolites in urine.	YES / NO		
b)		The test panel must be able to detect the following substances: •COC: Cocaine (Crack, Coke) 300ng/mL •THC: Cannabis (Marijuana, -Dagga, pot) 50ng/mL •MOR: Morphine / Opiates (Heroin, Morphine, Opium) 2000ng/mL •AMP: Amphetamine (Speed, Uppers) 1000ng/mL •MET: Methamphetamines (Crystal meth, Tik) 1000ng/mL •BZO: Benzodiazepines (Valium, Xanax) 300ng/mL •BAR: Barbiturates (Amytal, Nembutal, Seconal) 300ng/mL •MTD: Methadone (Fizzies, Amidone) 300ng/mL •OXY: Oxycodone (Percodan, Tylox) 100ng/mL •BUP: Buprenorphine (Suboxone, Subutex) 10ng/mL	YES / NO		
c)		Accuracy: 99%	YES / NO		
d)		Rapid Test: Results within 5 minutes	YES / NO		
e)		Test must be certified to ISO, SABS and CE standards. Proof must be submitted	YES / NO		
f)		Test must be safe & easy to use	YES / NO		
g)		Test strip must be easy to interpret. Illustration of positive or negative must be clearly provided on test strip.	YES / NO		
h)		Each test strip must be pre-packaged in foil pouch with a desiccant to protect against moisture. Foil pouch must be stamped with lot number and expiration date.	YES / NO		
i)		Test strip must be stored at room temperature of 9° to 30°C.	YES / NO		
j)		Additional equipment: Not required	YES / NO		
k)		Up to 25 tests per pack for easy storage	YES / NO		
l)		Shelf life minimum of 18 months.	YES / NO		
m)		A comprehensive instruction sheet with detail on test procedures, accuracy and cross reactivity must be included in each test strip.	YES / NO		
o)		Training may need to be provided on request.	YES / NO		

Note to bidders:

1. Single Award
2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.
3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

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

Bid Item Number	8.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
9.		SPECIFICATION FOR MULTI-DRUG URINE TEST STRIP: (12 Panel) ICN: 999970U3693280 Requirements	Price per Unit		
			1st year	2nd year	3rd year
			R.....	R.....	R.....
			Does product comply?		If not, state deviation &/or values
a)	Estimated quantity of 500 containers of 25's per annum	Multi-Drug Urine Test Panel dipstick that for the detection of multiple drugs and drug metabolites in urine.	YES / NO		
b)		The test panel must be able to detect the following substances / classes: •COC: Cocaine (Crac, Coke) 300ng/mL •THC: Cannabis (Marijuana, -Dagga, pot) 50ng/mL •MOR: Morphine / Opiates (Heroin, Morpine, Opium) 2000ng/mL •AMP: Amphetamine (Speed, Uppers) 1000ng/mL •MET: Methamphetamines (Crystal meth, Tik) 1000ng/mL •PCP: Phencyclidine (Angel Dust, Boat, Tic Tac) 25ng/mL •BZO: Benzodiazepines (Valium, Xanax) 300ng/mL •BAR: Barbiturates (Amytal, Nembutal, Seconal) 300ng/mL •MTD: Methadone (Fizzies, Amidone) 300ng/mL •OXY: Oxycodone (Percodan, Tylox) 100ng/mL •MDMA: Ecstasy (Beans, Adams, Hug Drug) 500ng/mL •PPX: Propoxyphene (Darvocet, Darvon) 300ng/mL	YES / NO		
c)		Accuracy: 99%.	YES / NO		
d)		Rapid Test: Results within 5 minutes.	YES / NO		
e)		Test must be SABS approved.	YES / NO		
f)		Test must be safe & easy to use.	YES / NO		
g)		Test strip must be pre-packaged in foil pouch and a desiccant to protect against moisture. Foil pouch must be stamped with lot number and expiration date.	YES / NO		
h)		Test strip must be easy to interpret. Illustration of positive or negative must be clearly provided on test strip.	YES / NO		
i)		Test strip must be stored at room temperature of 9° to 30° C.	YES / NO		
j)		Additional equipment: Not required.	YES / NO		
k)		Up to 25 tests per pack for easy storage.	YES / NO		
l)		Shelf life minimum of 12 months from date of delivery	YES / NO		
m)		Standard operating procedure – clear and easy to follow must be distributed.	YES / NO		
o)		Training needs to be provided on request.	YES / NO		
p)		TEST PROCEDURES AND INTERPRETATION OF RESULTS ARE FOUND INSIDE EACH TEST KIT.			

Note to bidders:

1. Single Award
2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.
3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

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

Bid Item Number	9.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
10.	Estimated quantity of 325 000 lancets for Year 1	SPECIFICATION FOR BLOOD LANCET: Blood lancet compatible with Freestyle and Vivachek Ino finger prick device. Sterile. Stainless steel. Shall have protective cap to prevent accidental needle stick injury and contamination of healthcare workers. In the following needle/blade sizes and puncture depths: ICN: 999970U3693292 Needle Size: 28g	Price per each (single item)		
	Estimated quantity of 350 000 lancets for Year 2		1st year	2nd year	3rd year
	Estimated quantity of 375 000 lancets for Year 3		R.....	R.....	R.....

Note to bidders:

1. **Single Award.**
2. **If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
3. **If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	10.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
11.		SPECIFICATION FOR RHESUS RAPID TEST KITS:	Price per Unit		
		ICN: 999970U3693304	1st year	2nd year	3rd year
		Requirements	R.....	R.....	R.....
			Does product comply?		If not, state deviation &/or values
a)	Estimated quantity of 170 000 for Year 1	Rhesus Rapid test kit comprising a red cell agglutination test that identifies the patient's RhD type when a single drop of blood obtained from the patient is mixed with anti-D reagent.	YES / NO		
b)		Results should be available within approximately 60 seconds.	YES / NO		
c)		A positive RhD test should be seen visually as agglutinated (clumped) red cells	YES / NO		
d)	Estimated quantity of 180 000 for Year 2	An RhD-negative test should be seen as red cells remaining non-agglutinated (un-clumped).	YES / NO		
e)	Estimated quantity of 190 000 for Year 3	The Rhesus rapid test should include all the components in a kit form, necessary to carry out the test at the bedside: <ul style="list-style-type: none"> o Anti-D reagent, o sterile single use safety lancet, o single use blood transfer pipette, o testing strip, o results indicator chart, 	YES / NO		
f)		Test procedure instructions to be included inside each test kit.	YES / NO		
g)		Special storage instructions to be specified.	YES / NO		
h)		Training needs to be provided on request.	YES / NO		

Note to bidders:

- 1. Single Award**
- 2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
- 3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	11.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
12.	Estimated quantity of 200 meters required for Year 1	INR POINT OF CARE COAGULATION METER: <u>See specifications on pages 35 to 38.</u> Items 12, 13 and 14 will be a single item award, i.e. your offer will only be considered if you have made offers on ALL these items. ICN: 999970U4084859	Price per meter including 100 test strips		
	Estimated quantity of 150 meters required for Year 2		1st year	2nd year	3rd year
	Estimated quantity of 50 meters required for Year 3		R.....	R.....	R.....

Note to bidders:

1. **Items 12, 13 and 14 will be a single item award, i.e. your offer will only be considered if you have made offers on ALL these items.**
2. **If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
3. **If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	12.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT
13.	Estimated quantity of 1 000 containers of 100 for Year 1 Estimated quantity of 1 125 containers of 100 for Year 2 Estimated quantity of 1250 containers of 100 for Year 3	INR POINT OF CARE TEST STRIPS. Test strips shall be compatible with INR Point of care coagulation meter quoted for in Item 12. The test strips must have an expiry date of 12 months from the date of receipt to Western Cape Health Departments. <u>See specifications on pages 35 to 38.</u> Items 12, 13 and 14 will be a single item award, i.e. your offer will only be considered if you have made offers on ALL these items. ICN: 999970U4084861	Price per container of 100 test strips 1st year 2nd year 3rd year R..... R..... R.....

Note to bidders:

1. Items 12, 13 and 14 will be a single item award, i.e. your offer will only be considered if you have made offers on ALL these items.
2. If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.
3. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

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

Bid Item Number	13.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
14.	200 required for Year 1	INR QC/ Control Solution / Calibration Solution for item 12.	Price per bottle		
	150 required for Year 2	Items 12 to 14 will be a single item award, i.e. your offer will only be considered if you have made offers on all items these.	1st year	2nd year	3rd year
	50 required for Year 3		R.....	R.....	R.....
		ICN: 999970U4757896			

Note to bidders:

- Items 12, 13 and 14 will be a single item award, i.e. your offer will only be considered if you have made offers on ALL these items.
- If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.
- If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

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

Bid Item Number	14.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
15.	Estimated quantity of 1 200 containers of 100 for Year 1	INR Test strips compatible with the SIEMENS Xperia INR POC Meter. ICN: 999970U4084861	Price per container of 100		
	Estimated quantity of 1 300 containers of 100 for Year 2		1st year	2nd year	3rd year
	Estimated quantity of 1 400 containers of 100 for Year 3		R.....	R.....	R.....

Note to bidders:

- Single Award**
- If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
- If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	15.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
16.	300 bottles required for Year 1	INR QC/ Control Solution / Calibration Solution compatible with the SIEMENS Xperia INR POC Meter ICN: 999970U4757896	Price per Unit		
	300 bottles required for Year 2		1st year	2nd year	3rd year
	300 bottles required for Year 3		R.....	R.....	R.....

Note to bidders:

1. **Single Award**
2. **If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
3. **If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	16.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

PRICING SCHEDULE (PURCHASES)

NAME OF BIDDER:	BID NUMBER: WCGHCC138/2022
CLOSING TIME : 11:00 ON 31 MARCH 2023	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL. VAT		
17.	300 units per year	Mobile fingertip Oxygen Saturation Monitors	Price per Unit		
		<u>See specifications on pages 39 to 41.</u> ICN: 999970U4330559	1st year	2nd year	3rd year
			R.....	R.....	R.....

Note to bidders:

1. **Single Award**
2. **If item offered deviates from any technical requirements, full details must be given, please. If available space is insufficient, such details must be provided on separate sheets reflecting the relevant paragraph no of this specification.**
3. **If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.**

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

Bid Item Number	17.
What is the Brand Name of the Offered item?	
What is the Product Code of the Offered item?	
What is the Product Country of Manufacture of the Offered item?	
Are you the Manufacturer of the Offered item?	YES / NO
What is Packaging of the Item Offered?	
Does the offer comply with the specification? (Please circle your option)	YES / NO
If not to specification, please indicate deviation(s)	
Are the prices firm for the duration of the contract? (Please circle your option)	YES / NO
Is the product being offered latex free? (Please circle your option)	YES / NO

ITEM NUMBER 12: POINT OF CARE COAGULATION MEASURING METER

ITEM NUMBER 13: TEST STRIP FOR POINT OF CARE COAGULATION MEASURING METER

NOTE: SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

BIDDERS HAVE TO COMPLETE THE DETAILS OF OFFER IN FULL. REPLIES SUCH AS “COMPLY” OR “YES” ARE NOT ACCEPTABLE, BIDDERS TO FULLY DESCRIBE ON SEPARATE PAGES THE CAPABILITIES AND SPECIFICATIONS OF THE OFFER.

DETAILS OF OFFER

1 SCOPE

This specification establishes the requirements for **the SUPPLY, DELIVERY, INSTALLATION, DEMONSTRATION and COMMISSIONING of A COAGULATION MEASURING METER FOR USE IN WESTERN CAPE HEALTH FACILITIES – HOSPITALS AND CLINICS**

2 APPLICABLE DOCUMENTS

The onus rests with the prospective tenderer to avail himself of the following documents which form part of this specification

3.1 The Western Cape Provincial Government General conditions and Procedures.

3.2 Additional Conditions of Bids.

3.3 Validation certification from Laboratories for example National Health Laboratory Service (NHLS).

GENERAL NOTE

If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of technical and clinical expertise with regards to clinical functionality, performance and quality. The decision of this committee will be used as motivation for the acceptance or non-acceptance of the unit. For this reason, a demonstration unit shall be readily available, or the bidder shall take two representatives of the Department to a site where a similar unit is installed in functional order. The cost for this site visit is for the account of the bidder, and it will not place any obligation on the Department to procure from this specific bidder.

Bidders to include in the offer proof that they are the accredited supplier by the original equipment manufacturer, and that the OEM undertakes to supply expertise, training and support to maintain the equipment.

All offers shall be supported by descriptive literature, brochures and technical data sheets to support the replies to the specifications, failing which the bid will not be considered.

3. SPECIFICATION

- 3.1 The meter shall be a handheld and user-friendly device for the monitoring of oral anticoagulation therapy. Bidders to state the size and weight of the offered unit.
- 3.2 The device shall determine the INR (International Normalised Ratio) from a drop of capillary whole blood.
- 3.3 The device shall display the value in not more than one minute.
- 3.4 The unit shall have an On/Off switch, memory and Set button, as well as a bright LCD display. Machine should have a time adjustable programmable auto switch off function.
- 3.5 The unit shall operate with test strips and/or similar appendices.
- 3.6 The measuring range shall be from approximately 0.8 to 8.0 INR.
- 3.7 Bidder to state the power supply method of the offered unit.
- 3.8 The unit should be able to operate from standard, locally available batteries. Batteries should be able to last for approximately 300 test results.

4. NATURE OF AWARD

- 4.1 Bidders please note that this will be a single award.

5. MAINTAINABILITY

- 5.1 Only offers that are locally supported by competent technical personnel shall be evaluated. State the number of technicians in your employ in the Western Cape, and state the address of your repair facility.
- 5.2 **State the following:**
Names of your technical staff in Cape Town
Attach certificates indicating their competency regarding repairs and maintenance on the specific offered machine.
- 5.3 **Bidders to provide a list of sites where similar machines have been installed for reference.**
- 5.4 Bidder to indicate which consumable and non-consumable items is required for the normal operation and standard maintenance of the equipment.

DETAILS OF OFFER

- 5.5 Bidder to indicate the cost of each of the above items. This does not necessarily mean that these items would be purchased from the successful tenderer.
- 5.6 Bidder to indicate which of these items are proprietary items that only the supplier of the equipment can supply.
- 5.7 In order to evaluate the life-cycle cost of the equipment, a suggested planned maintenance cost, estimated on a year by year basis for at least five years shall be quoted for. Bidders to supply a quote for a full, all-inclusive maintenance contract, as well as a separate quote for a preventative maintenance contract (including monthly labour for preventative maintenance and QA, but excluding spare parts).
- 5.8 State guarantee period of the equipment, as well as any exclusions from the guarantee.
- 5.9 Suppliers must provide a replacement of the faulty instruments at no cost during the duration of the contract and/or guarantee period whichever is the longest. Faulty instruments must be replaced at facility level.
- 6. SAFETY**
- 6.1 The unit shall comply with the necessary safety standards.
- 7. TRAINING**
- 7.1 Bidders must undertake to provide a comprehensive training schedule when required, for both User Department and Clinical Engineering staff of the Hospital to ensure:
 - 7.1.1 Correct use of the equipment
 - 7.1.2 Comprehensive technical support capability of the equipment, of at least 2nd level, by eligible resident Clinical Engineering staff.
- 7.2 Bidders must state the cost and level of technical training offered.
- 7.3 Training of users shall be provided by the successful bidder at no extra cost.

8. DOCUMENTATION

MAINTENANCE AND REPAIR MANUALS

8.1 The equipment shall be maintained by the hospital technical staff after the contract period has expired unless the meter is still under guarantee as stipulated in 5.9, therefore:

8.1.1 The bidder must provide **DETAILED PREVENTATIVE MAINTENANCE** and **CALIBRATION PROCEDURES**

8.1.2 The bidder must provide technical training in the **THEORY** of **OPERATION, FAULT FINDING** and **CALIBRATION**

8.2 Manuals must be comprehensive, including circuit diagrams in case of electronic/electrical equipment, enabling resident technical staff to deliver complete technical support in case of equipment failure, as well as routine servicing

8.3 Manuals will be treated as confidential and for the sole use on equipment owned by hospitals in the Western Cape Region

8.4 The supply Workshop/Service Manuals, is a mandatory requirement of this offer and they must be in accordance with the requirement laid down above.

9. OPTIONAL ACCESSORIES OFFERED BY TENDERER.

9.1 Bidder to give a full description and pricing of optional accessories available for the equipment.

SPECIFICATION FOR DIGITAL PORTABLE COMPACT FINGERTIP PULSE OXIMETERS, BLOOD OXYGEN SATURATION MONITOR (SPO2) WITH PULSE RATE MEASUREMENTS

NOTE: SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

THE “DETAILS OF OFFER” SECTION MUST BE COMPLETED IN FULL. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING ADJUDICATED.

1. SCOPE	DETAILS OF OFFER
<p>This specification establishes the requirements for the SUPPLY AND DELIVERY OF MOBILE FINGERTIP OXYGEN SATURATION MONITORS TO BE USED IN VARIOUS HEALTH FACILITIES WITHIN THE WESTERN CAPE.</p>	
2. GENERAL NOTE	
<p>PLEASE NOTE:</p> <ol style="list-style-type: none"> Cost and availability of demo: The bidder shall deliver a sample model on request at own cost. The bidder shall include supportive documentation on all the items offered on closure of this bid. The supportive documentation will be used to verify compliance with requirements. Failure to submit the supportive documentation on closure of this bid will result in the offer not being adjudicated. Training: The bidder shall provide training to clinical staff and/or community health workers on request. Patient manual: an example of the operating manual is to form part of the sample requested in section 2 above. The operating manual must be written in English. The successful bidder agrees to the Department translating their proprietary operating manual into Afrikaans and isiXhosa for ease of use by patients. 	

3. SPECIFICATION		DETAILS OF OFFER
INTENDED USE: The units will be used by both clinical staff and patients to monitor pulse rate and the saturation of peripheral oxygen (SpO₂) in the blood.		
REQUIREMENTS:		
3.1	The unit being offered shall be suitable for adult use. The unit required shall continuously measure and display the SpO ₂ percentage and pulse rate by means of a non-invasive method.	
3.2	The product offered shall be suitable for being used in family homes, hospitals, community healthcare and physician-led care settings. Bidder to confirm.	
3.3	The unit shall have a convenient user-configured numeric LED display in an orientation easy for user to read while applied on own finger. LED display to include continuous plethysmograph trace (not just a bar trace) and a low battery indicator. Bidder to provide an image of the LED display on the unit offered.	
3.4	Bidder to state whether the display on the unit offered will have various display options and if the font can be set to a larger size to enable visually impaired patients to see the readings.	
3.5	The unit offered shall be user friendly and must have a single button operation.	
3.6	The offered unit must a low energy-use device with an appropriate internal, replaceable battery provided with the unit.	
3.7	It is critical that the monitor shall be able to accurately and reliably measure mobile fingertip oxygen saturation even during inconsistent conditions including low perfusion and patient movement.	
3.8	The offered unit shall have a mobile fingertip oxygen saturation (SpO ₂ %) range of 70-100%.	
3.9	The offered unit shall have a minimum accuracy of 4%. The Bidder must state the accuracy at bottom (77-80%), middle (85-90%) and top (95-100%) of range.	

SPECIFICATION (continue)		DETAILS OF OFFER
3.10	The offered unit shall be able to measure pulse rate in beats per minute and have a pulse rate range of 30-240 beats per minute.	
3.11	The offered unit shall have a minimum pulse rate accuracy of 2%. The Bidder must state the accuracy of the unit being offered.	
3.12	The battery power of the offered unit shall form an integral part of the unit. No external battery power supply will be accepted.	
3.13	The offered unit's design shall be such that spilled liquids do not gain access to the internal working of the unit.	
3.14	The dimensions of the offered unit shall be appropriate for fingertip pulse oximetry measurement. Bidder to state the dimensions of the item offered.	
3.15	The unit offered shall have an automatic power-off function when not in use.	
4. GUARANTEE CONDITIONS:		
4.1	Supplier shall support a one year or longer guarantee period on the items The successful bidder shall replace any malfunctioning devices within the guarantee period, provided that such malfunction is not due to user error. Suppliers must provide a replacement of the faulty instruments at no cost during the duration of the contract and/or guarantee period whichever is the longest. Faulty instruments must be replaced at facility level.	
4.2	The same guarantee conditions shall apply to all replacement units.	
5. SAFETY:		
5.1	The unit must comply with all applicable safety standards.	
6 DOCUMENTATION:		
	<ul style="list-style-type: none"> All manuals (operator's and service & maintenance) must be provided in PDF and hard copy. 	

DEFINITION OF PRICING STRUCTURES

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

1. Firm prices

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

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

- 1.2 Firm prices linked to fixed period adjustments, i.e. FIVE tier prices (firm 1st, 2nd and 3rd year prices), and only subject to the variables indicated in the above paragraph.
- 1.3 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

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

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

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

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

2. Non-firm prices

Non-firm prices are prices linked to proven adjustments.

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

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

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

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

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

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

Where:

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

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

- 3.1 Indexdated Indexdated Indexdated
- Indexdated Indexdated Indexdated

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

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

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

PROVINCIAL GOVERNMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

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

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

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

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

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

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

Any person who directly or indirectly -

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

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

“employee”, in relation to –

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

“entity” means any -

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

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

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

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

“Institution” means – a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

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

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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

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

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

WCGHCC138/2022 SUPPLY AND DELIVERY OF DIAGNOSTIC KITS TO ALL INSTITUTIONS UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS, FOR A THREE-YEAR PERIOD.

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

TABLE A

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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. <i>(Indicate if not known)</i>

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
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C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for facsimile number Tender Defaulters" or submit your written request for a hard copy of the Register to (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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read understand the content of the document;

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

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

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

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

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:
.....

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

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

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to, or exceeding, US\$ 10 million or other currency equivalent to US\$ 10 million, will have an NIP obligation. The threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$ 10 million.
or
 - (b) Multiple contracts for the same goods, works or services, each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period, which in total exceeds US\$ 10 million.
or
 - (c) A contract with a renewable option clause where, should the option be exercised, the total value of the imported content will exceed US\$ 10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to, or exceeds, US\$ 3 million worth of goods, works or services to the same government institution, which in total, over a 2 year period, exceeds US\$ 10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1(a) to 1.1(c) above will amount to 30% of the imported content, whilst suppliers in respect of paragraph 1.1(d) shall incur 30% of the total NIP obligation on a *pro rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.
- 1.4 A period of 7 years has been identified as the timeframe within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required, immediately after the award of a contract that is in excess of R10 million (ten million Rands), to submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose of reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in the aforementioned sub-paragraphs 1.1(b) to 1.1(d).

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

- 3.1 Bidders are required to sign and submit this WCBD5 document together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1(b) to 1.1(d), and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the DTI with the following information:
- Bid/contract number.
 - Description of goods, works or services.
 - Name on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr Elias Malapane within 5 (five) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

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

Bid number:	WCGHCC138/2022	Closing date:	31 MARCH 2023
Name of bidder:		
Postal address:		
Signature:	Name in print:
Date:		

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S 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 MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;

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

2. GENERAL CONDITIONS

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

- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE status level of contribution.

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

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

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

80/20 **90/10**

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \quad \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

80/20 **90/10**

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b)** As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.

- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
 - (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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.

General Conditions of Contract

1. Definitions

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

General Conditions of Contract

1. Definitions

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

General Conditions of Contract

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |

General Conditions of Contract

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

General Conditions of Contract

- | | |
|---|--|
| 8. Inspections, tests and analyses | <p>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.</p> <p>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.</p> <p>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.</p> |
| 9. Packing | <p>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.</p> <p>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.</p> |
| 10. Delivery and documents | <p>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</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC</p> |
| 11. Insurance | <p>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.</p> |
| 12. Transportation | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p> |

General Conditions of Contract

- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

General Conditions of Contract

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Payment will be processed upon receipt of:
- Pathway form signed by patient, Facility Manager & supplier
 - Invoice
 - Monthly statistics
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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

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22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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23. Termination for default`

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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| 25. Force Majeure | <p>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.</p> <p>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.</p> |
| 26. Termination for insolvency | <p>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.</p> |
| 27. Settlement of disputes | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> (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. |

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| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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.</p> |
| 29. Governing language | <p>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.</p> |
| 30. Applicable law | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| 31. Notices | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation (NIP) Programme | <p>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.</p> |

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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.