



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

BID NUMBER: **WCGHCC158/2023** CLOSING DATE: **13 OCTOBER 2023**

CLOSING TIME: **11:00 AM**

WCGHCC158/2023 DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE: EMERGENCY MEDICAL SERVICE OF THE DEPARTMENT OF HEALTH.

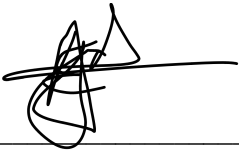
The successful bidder will be required to complete and sign a written Contract Form (WCBD 7.1)

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 07:30 am to 17:00 pm (excluding public holidays). Please contact Jared Becker during office hours for directions should you have any difficulty finding the building

Please note the following important information and requirements:

1. The B-BBEE status level attained by the bidder will be used to determine the number of points contemplated in the Preferential Procurement Regulations.
2. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding access to the building or the location of the Department's bid box, bidders are advised to refrain from soliciting the advice of the security personnel on duty and to rather contact **Mr Jared Becker at 021 834 9019 or Mr Riaan Meyer at 021 834 9018** for assistance. No names of bidders or prices will be read out at the time of closing.
3. All bids must be submitted on the official forms – (not to be re-typed) and only originally signed documents will be considered.
4. All bids must be accompanied by a letter signed by the bidder authorizing the Department, in the name and stead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.
5. Bidder to indicate which other currently pending bids issued by the Department it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Department reserves the right to compare the respective bid documentation and information provided by the bidder.
6. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
7. The 90:10 Preferential Procurement Points System is applicable to this bid.
8. Please refer all technical/specification enquiries to:
Mr R Meyer
Tel: 021 834 9018
Email: riaan.meyer@westerncape.gov.za

A handwritten signature in black ink, consisting of a stylized 'A' and 'J' with a horizontal line extending to the right.

Mr AE Jacobs
Deputy Director: Clinical Sourcing

Date: 15 September 2023

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 (<i>self-registration only</i>)
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 (WCGH) for the consideration of formal bids.

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

YES/NO

**WCGHCC158/2023 DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE:
EMERGENCY MEDICAL SERVICE OF THE DEPARTMENT OF HEALTH**

GENERAL NOTE

**WCGHCC158/2023 DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE:
EMERGENCY MEDICAL SERVICE OF THE DEPARTMENT OF HEALTH**

Preferential Procurement Policy 90/10 will be applied when evaluating this bid. Please **complete** the enclosed Special Conditions, **WCBD forms** and **Supplies Checklist** in full.

In terms of the system, the monetary value of this bid is represented by 100 points of which 90 points represent price and 10 points represent preferential procurement objectives (participation goals). Therefore, application of the system does not prevent, exclude or prejudice multinationals, manufacturers etc from bidding directly with the Department.

SUMMARY OF BID FORMS REQUIRED TO MAKE UP A BID

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

- **Special Conditions**
- **WCBD 1** The Bid **(failure to complete this form and sign it in full may invalidate your offer.)**
- **WCBD 3.1** Specification/your schedule of offers
- **WCBD 3.1/2** Information relating to pricing structures (firm & non-firm prices)
- **WCBD 4** Declaration of Interest, Bidders past SCM and Independent bid determination **(failure to complete this form and sign it in full may invalidate your offer.)**
- **WCBD 6.1** Serves for claiming preference points, for to claim points for Broad-Based Black Economic Empowerment level of contribution.

Additional documents

- Proof of your company's standing if preference points are claimed, (certified copies in all cases, please) i.e.
- Copies of Shares certificates or CK1 forms
- Copies of shareholders' agreements, participation agreements (in the case of a Close Corporation), voting pool agreements or venture agreements (whichever is applicable to your business)
- Names of Trustees and their status if your business is a trust.
- A legal entity organogram of your business
- A copy of your registration with the Registrar of Companies

SECTION A

SECTION 1: SPECIAL CONDITIONS OF CONTRACT

1. ACCEPTANCE OF CONDITIONS OF CONTRACT

- 1.1. **Bidders are required to render the Services in accordance with the conditions of contract and specifications stipulated in this Bid document.**
- 1.2. The Department reserves the right to accept or reject any additional terms and conditions stipulated by the Bidder. Such terms and conditions will be reviewed as to whether they are in the interest of the Department and/or may prejudice any other bidder(s). Where it is not in the interest of the Department or other bidders to accept such terms and conditions, the Bidder may be requested to withdraw these conditions. If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance, Bidders will be informed in writing as to the consequences should the request to withdraw such terms not be met.
- 1.3. Failure to confirm compliance to the conditions of contract and specification or document any relevant deviations will render Bids non-compliant.
- 1.4. Receipt of this invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Department reserves the right, at its sole discretion:
 - **To withdraw** any services from the bid process, **to terminate** any party's participation in the bid process or **to accept or reject** any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,
 - **To amend** the bid process, closing date or any other date at its sole discretion,
 - **To cancel** the bid or any part of the bid before the bid has been awarded,
 - **Not to accept** the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,
 - **Not to award** the bid to the highest points or lowest price,
 - **To reject** all responses submitted and to embark on a new bid process.

2. NEGOTIATIONS

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

3. SERVICE LEVEL AGREEMENT

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

4. NATURE OF AWARD

- 4.1. The Department reserves the right to award the Services to a single or multiple Bidders.
- 4.2. The Department reserves the right to recommend various types of services aligned to the specific substructure requirements.

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5. EVALUATION CRITERIA

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

5.2. All non-compliant bidders will be notified in writing after the bid has been awarded.

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

5.4. Mandatory Requirements

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

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

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

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

5.5. Documentary Evidence

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

5.5.1 Written and signed acceptance of pages 8 until 11.

5.5.2 Written acceptance of the conditions of contract and specifications stipulated in this Bid document.

5.5.3 Completed WCBD 3.1 document.

5.5.4 Written and signed acceptance of WCBD 4 document.

5.5.5 Manufacture / Supply Agreement

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

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

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

5.6 Credentials and financial integrity

5.6.1 The bidder, every legal entity forming part of the Bidder or who owns shares in the Bidder, or who must render any part of the service (including subcontractors) as contemplated in this Bid Document, must provide the following information:

a) The number of years that it has been in business.

b) A summary of business performance in the relevant industry over at least the preceding 3 (three) years; and

5.6.2 The bidder shall provide details of financial or business factors which may impact significantly on the service in the near future (including, but not limited to, his/her ability to raise finances to sustainably support the proposed business model, mergers, rationalisation, business rescue proceedings, liquidation proceedings and significant expenditures). If there are none, this must be clearly indicated. If there are any, a full explanation must be provided in relation thereto.

5.6.3 The bidder shall provide detail on the proposed funding structure considered for the Service, including any conditions pertaining to this.

5.7 The Department reserves the right to request site visits at the bidder's facility/ies.

5.8 During this site visit the bidder's capacity and equipment will be verified.

6. CHANGES TO BIDDER'S OPERATIONAL OR ORGANISATIONAL STATUS

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

7. RIGHT TO AUDIT

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

8. QUANTITIES

- 8.1. Orders will be placed solely based on Institutional requirements, to be rendered as patients are identified.
- 8.2. No minimum order quantities shall apply under any circumstances.

9. PAYMENT

- 9.1. The contractor must bill each facility separately and submit invoices with the supporting documents to the Finance Section at the relevant facility at the end of each calendar month, for settlement.
- 9.2. Valid invoices will be settled within 30 days after receipt.

**WCGHCC158/2023 DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE:
EMERGENCY MEDICAL SERVICE OF THE DEPARTMENT OF HEALTH.**

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

WCBD1

INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	WCGHCC158/2023	CLOSING DATE:	13 OCTOBER 2023	CLOSING TIME:	11:00 AM
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DESCRIPTION	DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE: EMERGENCY MEDICAL SERVICE OF THE DEPARTMENT OF HEALTH
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Health Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 07:30 am to contact Jared Becker during office hours for directions should you have any difficulty finding the building

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Riaan Meyer	CONTACT PERSON	Riaan Meyer
TELEPHONE NUMBER	021 834 9018	TELEPHONE NUMBER	021 834 9018
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Riaan.Meyer@westerncape.gov.za	E-MAIL ADDRESS	Riaan.Meyer@westerncape.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

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

DATE:

THE PROVINCIAL GOVERNMENT OF THE WESTERN CAPE

DEPARTMENT OF HEALTH

**DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE:
EMERGENCY MEDICAL SERVICE OF THE DEPARTMENT OF HEALTH**

BID NUMBER WCGHCC158/2023

INTRODUCTION

SCOPE

This specification establishes the requirements for the delivery of a comprehensive Aero-medical service to the Directorate: Emergency Medical Services of the Department of Health.

The document content has been divided into the following sections:

Section 1:	Mandatory specifications
Section 2:	Service specifications
Section 3:	Fixed-wing technical specifications
Section 4:	Rotor Wing technical specifications
Section 5:	Rescue technical specifications.
Section 6:	Special Conditions
Section 7:	Pricing Schedule

ANY ERRORS/INACCURACY CONTAINED WITHIN THE SUBMISSIONS WILL BE DEEMED AS NON-COMPLIANT AND BE EXCLUDED FROM THE EVALUATION. DUE DILIGENCE WITH RESPECT TO THE DOCUMENTATION IS THEREFORE ESSENTIAL ON THE PART OF THE BIDDER

APPLICABLE DOCUMENTS

The onus rests with the prospective CONTRACTOR to avail him/her of the following documents that form part of this specification:

1. Civil Aviation Authority CAR's (Civil Aviation Regulation) & CAT's (Civil Aviation Technical Standards) Part 91, 127, 133, 135, 138, 139, 145.
2. The Hazardous Substance Act, Act No. 15 of 1973.
3. ISO (International organization for Standardization) 9001 Accreditation
4. Health Professions Act, Act No. 56 of 1974.
5. Western Cape Ambulance Services Act, Act No 3 of 2010.
6. National Health Act 61 of 2003
7. Western Cape EMS Regulations 2012
8. Regulations pertaining to the management of a FPS.
9. Western Cape Healthcare Waste Management Act 2007

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1	MANDATORY SPECIFICATIONS	COMPLIANT (YES/ NO)
	<p>1.1. The Operator must demonstrate proof of being the holder of a Class II and Class III Air Services Licence as issued by the Air Service Licensing Council.</p> <p>1.2. The Operator must demonstrate proof of holding the following SACAA Air Operating certificates:</p> <ul style="list-style-type: none"> a) Part 127 – Air Transport Operations (Helicopter) b) Part 135 – Air Transport Operations (small airplanes) c) Part 138 – Air Ambulance Operations d) Part 141- Approved Aviation training <p>1.3. The CONTRACTOR must deliver a comprehensive emergency aero-medical service on behalf of the Western Cape Emergency Medical Services; this must include a fixed-wing program, rotor-wing program and a rescue program. <i>This comprehensive service must be delivered through a single service provider irrespective of sub-contracts or constructed consortium</i></p> <p>1.4. Due to the safety concerns in respect of currency and competency with respect to rescue and as a result of the risk associated with such a program, the operator must demonstrate proof of having conducted winch facilitated and static line rescue and recovery missions within the last 12 months (at least (25) twenty-five missions), including night flying</p> <p>1.5. The CONTRACTOR must prepare to have their aircraft and premises inspected as part of the adjudication process. This includes the provision of all documentation and proofs as contained in this specification.</p> <p>1.6. The CONTRACTOR maybe asked to practically demonstrate their ability to provide the required rescue service on the day of the inspection. This will take the form of a rescue exercise as determined by the province. The costs of the exercise will be borne by the CONTRACTOR.</p> <p>1.7. The Operator must be in possession of a 24hour Operations Centre. This Centre will do flight co-ordination, active flight following and general command and control as pertaining to the Aero Medical program in conjunction with the PHOC (Provincial Health Operation Centre);</p> <p>1.8. The CONTRACTOR will facilitate and co-ordinate all aspects relating to the transfer of aeromedical patients for the Provincial Emergency Medical Services inclusive of road transport where appropriate (eg. Inability to fly due to weather or mechanical maintenance).</p> <p>1.9. The CONTRACTOR must coordinate and transfer patients (admissions or discharges) on the outgoing or the return</p>	

	<p>flight. The CONTRACTOR must co-ordinate such transfers with the Planned Patient Transport (HealthNET) of EMS.</p> <p>1.10. The CONTRACTOR must undertake full responsibility for all aviation aspects of the programme in terms of the SACAA CAR's & CAT's which will include, but not limited to:</p> <ul style="list-style-type: none"> a) The selection, employment, scheduling and tasking of suitable pilots for the relevant aircraft to be used for the Province. b) All decisions relating to the maintenance of the aircraft used in the programme, and the cost thereof. c) The CONTRACTOR retains the final decision with regard to all matters relating to aviation safety, provided that the CONTRACTOR complies, at all times, with the prevailing legislative and industry standards. d) The CONTRACTOR must ensure that all personnel are suitably qualified and are registered with the professional and or statutory bodies as required by law. <p>1.11. The CONTRACTOR must provide suitable medical interiors for the aircraft specific to the Department of Health / Province's minimum standards and requirements in terms of Part 138.</p> <p>1.12. It shall be the responsibility of the CONTRACTOR to supply and maintain ALL medical equipment as are required to fulfil the objectives of the programme.</p> <p>1.13. It shall be the responsibility of the Contractor to supply medical consumables and medicines to fulfil the objectives of the programme.</p> <p>1.14. The service to be offered will be at Advanced Life Support and as such the medical staff, equipment, consumables and aircraft medical interior to be consistent with this Scope of Practice; and attempt to be consistent with the WCEMS standards and equipment.</p> <p>1.15. All press releases related to transfers, missions or rescues; must be vetted by the province prior to publication. This includes all information pertaining to patients and /or incidents.</p> <p>1.16. The CONTRACTOR will be responsible for ensuring that the aircraft and branding are marked as stipulated by the Provincial Department of Health requirements.</p> <p>1.17. The CONTRACTOR must provide the Province with audited annual financial statements specific to the service delivered in the Western Cape, not later than six months after the end of the CONTRACTOR's financial year.</p>	
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**WCGHCC158/2023 DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE:
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	<p>1.18. The CONTRACTOR must be represented at every Aero-medical Steering Committee meeting held monthly in conjunction with the Province. It is the function of the said committee to ensure the efficient and effective oversight of the programme, inclusive of clinical governance and operational integration</p> <p>1.19. The CONTRACTOR must undertake to maintain adequate insurance and liability cover for the entire programme. This shall include but not be limited to: Hull of aircraft, third party liability, personal liability and any other cover appropriate to the services offered and for the protection of Provincial assets in the event of loss. The CONTRACTOR must provide evidence of such cover.</p> <p>The CONTRACTOR must accept liability for all damages or losses recognised by law that may be suffered by itself, or any other person, resulting from the service rendered and caused by them, or those of its employees in the performance of their duties, and must absolve the Western Cape Government Department of Health of any claim, legal costs or any other costs resulting from such actions, except to the extent that it is due to negligence or omission of the staff of the Provincial Department of Health;</p>	
	SERVICE SPECIFICATION	COMPLIANT (YES/ NO)
	<p>2.1. The Province must authorise the activation of the aircraft/s for ALL missions. It is a requirement of this bid that all aircraft will be under the complete and sole disposal and authority of the Emergency Medical Services and may not be made available to any other person or organisation prior to approval from the Director: EMS or his designated official; The comprehensive aeromedical service will consist of two (2) rotor wing and one (1) fixed wing aircraft. The fixed wing and one (1) rotor wing aircraft will operate out of a Cape Town base. The second rotor wing from a base in the town of Oudsthoorn.</p> <p>2.2. The CONTRACTOR must facilitate the transfer of patients from the pre-hospital environment and referring District Hospitals and Clinics (public and private) to referral centres (Tertiary/Academic Hospitals, Regional Hospitals, and or Private facilities). This transfer may be executed by either fixed-wing and/or rotor-wing. In the case of fixed wing missions operating into or out of Cape Town International Airport and George Airport, the contractor will be responsible for ground transfers of patients (DOH will provide suitable vehicles excluding medical equipment and personnel.</p>	

	<p>2.3. The contractor must train health workers as required by the Civil Aviation Authority (CAR and CAT part 138) in order to comply with CAA regulations.</p> <p>2.4. The CONTRACTOR must provide technical support to health facilities (private and public) in developing appropriate landing zones, runways and procedures to comply with SACAA Part 139.</p> <p>2.5. The Provincial Department of Health may require the utilisation of an aircraft to perform non-medical missions. The Operator will be required to facilitate and co-ordinate such requests using own or chartered aircraft. The aim being to maintain operational readiness for the air-ambulance. This additional service will be offered at market related costing, not exceeding the hourly tariff that the Department of Health pays for a similar aeromedical platform. All options will be discussed with the Department of Health prior to commencement of missions.</p> <p>2.6. The CONTRACTOR is responsible for ensuring that the clinical quality of the programme is of a high standard. This process will be monitored by the Department of Health</p> <p>2.7. The CONTRACTOR is responsible for the establishment of a Clinical Quality Improvement forum. This forum must be led by an appropriate specialist and be integrated into departmental clinical governance processes</p> <p>2.8. The CONTRACTOR will ensure that the necessary Morbidity and Mortality and clinical audit structures are functional within the daily operations. The contractor will submit monthly reports as evidence of these structures. Examples of these reports for the 2021/2022 operations must accompany this bid.</p> <p>The contractor shall demonstrate a learnership program that allows for platform specific training for both pilots and crew operating within the aeromedical environment.</p>	
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**WCGHCC158/2023 DELIVERY OF A COMPREHENSIVE AERO MEDICAL SERVICE TO THE DIRECTORATE:
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3	FIXED WING TECHNICAL SPECIFICATION	COMPLIANT (YES/ NO)
	<p>3.1. The CONTRACTOR must provide an Aircraft capable of accommodating the following minimum crew/passengers:</p> <ul style="list-style-type: none"> a. Pilot X 2 b. Medical Crew X 2 c. Stretchered Patient X 2 d. A third patient litter (lying patient) should be able to be accommodated should the need arise. e. Patients must be loaded into the aircraft in the horizontal position on the patient litter, (i.e., No deviation from the horizontal position). <p>3.2. The CONTRACTOR must provide an Aircraft capable of a Mission Range (Response and Return Legs) of not less than 600 nautical miles.</p> <p>3.3. The CONTRACTOR must provide an Aircraft capable of a Ceiling Altitude of not less than 28 000 Feet. Should the aircraft have a ceiling in excess of 28,000 Feet, it must be RVSM (Reduced Vertical Separation Minima) certified.</p> <p>3.4. The CONTRACTOR must provide an Aircraft capable of creating a pressurized cabin altitude of not more than 8,000 Feet at 28,000 feet.</p> <p>3.5. The CONTRACTOR must provide an Aircraft with the ability to operate in and out of an unpaved (grass, sod, gravel) as well as a paved airfield/airport.</p> <p>3.6. The Aircraft MUST have takeoff ability from an airfield/airport of not more than one thousand meters. This must be achievable with the aircraft in a "mission-ready" state (including a patient load), and under suitable atmospheric conditions.</p> <p>3.7. The CONTRACTOR must provide an Aircraft able to operate into known icing conditions.</p> <p>3.8. The CONTRACTOR must provide an Aircraft with the Standard IFR (Instrument Flight Rules) Suite must be present, and the Aircraft should include:</p> <ul style="list-style-type: none"> a) Full Autopilot (3-Axis) b) TCAS II Version 7 c) EGPWS is mandatory. d) Dual GPS's Installed in the aircraft panel preferably Garmin 430/530 or equivalent. 	

	<p>e) Dual Transponders</p> <p>f) RVSM certification if required (Operations above 28,000 Feet)</p> <p>3.9. Should the aircraft MTOW (Maximum Take-off Weight) be in excess of 5,700 Kg then CVR (Cockpit Voice Recorder) and FDR (Flight Data Recorder) must be installed.</p> <p>3.10. The CONTRACTOR must provide an Aircraft with a Real-time Satellite Tracking system. (Inclusive of software for dispatcher to track aircraft location and movements)</p> <p>3.11. The CONTRACTOR must provide an Aircraft with an intercom system to facilitate the medical crew communicating with the flight crew as well as ensuring that isolating of the medical crew is possible, if so, required by the pilots.</p> <p>3.12. The CONTRACTOR must provide an Aircraft with CAA approved Medical Interior as per legislative requirements and must include oxygen supply as well as electricity take-off points. Patient litter must be purpose built (Lifeport similar or equivalent).</p>	
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4	HELICOPTER TECHNICAL SPECIFICATIONS	COMPLIANT (YES/ NO)
	<p>4.1. The CONTRACTOR must provide an Aircraft large enough to accommodate the following minimum crew/passengers:</p> <ul style="list-style-type: none"> a) 2 pilots, b) 1 patient and c) 2 medical crewmembers. <p>Two pilot accommodation allows for EMS pilot training and currency checks while the aircraft retains mission readiness. Actual missions can be operated by single pilot or two pilots depending on the operator or aircraft offered.</p> <p>In this configuration, the helicopter must comply with the requirements of 4.2 below.</p> <p>4.2. The CONTRACTOR must provide an Aircraft with the minimum endurance of two and a half hours at a cruise speed of 110 kts at 6500 ft AMSL (Above Mean Sea Level) with 20 minutes VFR (Visual Flight Rules) reserve fuel remaining.</p> <p>4.3. The CONTRACTOR must provide an Aircraft able to hover out of ground effect in the configuration as stipulated in 4.1 at 30 degrees Celsius and 6500 ft AMSL. Helicopters offered that cannot comply with this requirement must be identified by bidder in their submission.</p> <p>4.4. The CONTRACTOR may provide an Aircraft with an air-conditioner, but must, as a minimum, have adequate normal cabin ventilation.</p>	

	<p>4.5. The CONTRACTOR must provide an Aircraft with a heater and an effective windscreen de-misting (mandatory).</p> <p>4.6. The CONTRACTOR must provide an Aircraft with one landing light of at least 400 - 500 watts, and in addition, a remotely pilot controlled searchlight.</p> <p>4.7. The CONTRACTOR must provide an Aircraft with two aviation band VHF radios of good quality and a good quality SACAA approved radio operating on the relevant EMS frequency band. In addition, the CONTRACTOR must provide a CAA approved TETRA radio on the helicopter working within the City of Cape Town.</p> <p>4.8. The CONTRACTOR must provide an Aircraft with an intercom switch to isolate pilot/s from medical crew.</p> <p>4.9. The CONTRACTOR must provide an Aircraft with dual controls. One set of controls must be easily removable, including rudder pedals.</p> <p>4.10. The aircraft must not be older than 10 years from date of manufacture at the commencement of the contract period. (Proof required)</p> <p>4.11. The patient treatment area must not intrude into the cockpit and furthermore should ideally allow the medical team full access to the patient.</p> <p>4.12. The CONTRACTOR must provide an Aircraft with a transponder of good quality with Mode C.</p> <p>4.13. The CONTRACTOR must provide an Aircraft with the following minimum instrumentation:</p> <ul style="list-style-type: none"> a) Factory fitted outside air temperature gauge. b) Clock with stopwatch facility. c) All instrument and console lighting must be adjustable in variable increments from dim to bright. d) Fitted Garmin GNS 530/430 GPS system similar or equivalent. e) One high quality Artificial Horizon (AH). f) Radar altimeter. g) Horizontal Situation Indicator (HSI). <p>4.14. The Aircraft supplied by the CONTRACTOR must be supplied and fitted as follows:</p> <ul style="list-style-type: none"> a) TCAS (Traffic Collision Avoidance System), specify per aircraft. 	
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	<p>b) Real-time Satellite Tracking system of aircraft (Inclusive of software for dispatcher to track aircraft location and movements)</p> <p>4.15. The aircraft supplied by the Contractor must be capable of night flight. This can be achieved by utilization of two (2) pilots or single pilot operation utilizing night vision goggles (NVG). The aircraft supplied for NVG operation must be fitted with a NVG compatible cockpit and the aircraft must be certified for NVG operations.</p>	
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5	RESCUE TECHNICAL SPECIFICATIONS	COMPLIANT (YES/ NO)
	<p>5.1. In addition to the specifications as outlined in Section 4 above the CONTRACTOR must include the provision of a Medical Rescue capability on all rotor-wing aircraft (aircraft with winch and cargo lift) by means of a suitable equipped rotor wing aircraft.</p> <p>5.2. The helicopters to be fitted with the following rescue specific equipment:</p> <p>a) Hoist:</p> <ul style="list-style-type: none"> i. Operational working load of at least 200kg's (450Lbs) ii. Hoist cable length of at least 50m's (164ft) iii. Hoist cable payout display for pilot and hoist operator iv. Ability to allow the pilot to jettison the cable in case of emergency by use of a cable cut switch. v. Cable Cut Switch (jettison) to be guarded and connected to the master caution system. vi. Hoist must have an over temperature sensor. vii. Hoist to have a cable foul sensor. <p>b) Dual Cargo Hook:</p> <ul style="list-style-type: none"> i. Load limit of at least 500kg's. ii. Must have a dual cargo hook system installed and certified by manufacturer. iii. Both cargo hooks to have an electrical and mechanical release system. iv. Dual cargo hooks must be independently connected to separate release mechanisms. v. Cargo Hook Push Button (jettison) to be guarded and connected to the master caution system of the aircraft. vi. The main cargo hook must have a load measuring system and readout indicator in the cockpit. 	

	<p>vii. Aircraft indicating system to indicate when hooks are open.</p> <p>c) Emergency Floatation System (if DOH requires operations over water):</p> <ul style="list-style-type: none"> i. Must be able to activate the emergency floatation both electrically and manually. ii. Emergency Floatation System must have a guarded arming switch. iii. Emergency Floatation System arming switch must be connected to the aircraft master caution system. iv. Emergency Floatation System must be able to be made safe on the ground. <p>5.3. The CONTRACTOR must submit copies of the following documentation for this bid submission with respect their rescue operation:</p> <ul style="list-style-type: none"> a) Rescue mission notes for the last twelve (12) months c) Operational statistics (25 missions minimum in the last 12 months d) Night flying operations with NVG within the last 12 months (for both crew and proposed airframe) 	
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6	SPECIAL CONDITIONS	COMPLIANT (YES/ NO)
	<p>6.1. The CONTRACTOR must provide the following documentation as part of this bid submission:</p> <ul style="list-style-type: none"> a) Audited Financial statements for the previous financial year. b) Current statements of account and cash flow statement. c) A letter of good standing from the current banker. d) A reference debtors and creditors list. <p>6.2. The CONTRACTOR must provide the following documentation as part of the bid submission:</p> <ul style="list-style-type: none"> a) Operational and clinical statistics for the last 12 months b) Medical Crew Curriculum Vitae (including volunteers) c) Pilot Curriculum Vitae (including volunteers) d) Supervising medical officer CV 	

<p>6.3. The contractor must deliver the required service within the budget and minimum performance targets as determined jointly by the province and the bidder prior to the commencement of this agreement.</p> <p>6.4. The CONTRACTOR must ensure that the required standards and performance (as per 6.3 above) are maintained in respect of service delivery and availability; AND must provide the province with a MONTHLY, and an ANNUAL performance report.</p> <p>6.5. Should the Contractor fail to provide a minimum of 95% operational availability on any of the programmes (Rotor or fixed wing) for a specified billing period, penalties will accrue as per the CONTRACTOR'S pricing schedule; The main contractor will need to facilitate and manage this process and costs may not exceed those specified in the pricing schedule.</p> <p>6.6. In the event that the CONTRACTOR is not able to provide a particular skill set e.g., Hoist operator, Paramedic or Rescue practitioner etc, Emergency Medical Services will source the requisite skill for the CONTRACTOR's account;</p> <p>6.7. The CONTRACTOR must submit a proposed budget to the Province for negotiation annually on/before the 31st of October preceding the next financial year;</p> <p>6.8. Annual Tariff increases presented for negotiation (as per 6.6 above) and informing the budget must be substantiated by market related indicators and indices; The CONTRACTOR must demonstrate the need for these increases by submitting evidence taken from within the industry.</p> <p>6.9. The budget must be submitted in a format that specifies fixed availability costs as well as variable operational cost. Availability will be a fixed monthly cost that represents costs to the operator in having the aircraft mission ready. Cost to be included in this component is insurance, salaries, administrative fees, equipment depreciation etc. Operational cost on the other hand will represent a variable cost based on utilization of the aircraft. Such costs will include cost of fuel burn, schedule maintenance etc. The Operational costs to be charged per flying hour for the rotor wing and per km flown for the fixed wing.</p> <p>6.10. The Province will be responsible for the levying of accounts to and recovering fees from all provincial (public) patients for its own account; it is the responsibility of the CONTRACTOR to recover the fees of the private patients and offset these against the provincial account. Private revenue recovered must be reflected in the annual financial statements and the monthly itemised billing schedule. Once a patient has been identified and the authorisation has been granted by the medical aid as a</p>	
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	<p>private patient will consideration be given to transport the patient. The Department will not carry cost of any unauthorised patients.</p> <p>6.11. All official invoices must be submitted monthly in arrears in their original form to The Directorate Emergency Medical Services for certification of the services rendered and for subsequent payment. This invoice must be accompanied by an itemised billing schedule. All lines billed will be verified by The Department</p> <p>6.12. The Department agrees to settle all invoices within 30 days of receipt thereof provided the required verification process is undertaken. Said verification is deemed complete once EMS CAD records and invoices has been reconciled.</p> <p>6.13. Should the parties agree to expand the programme and services to the extent that the CONTRACTOR will be required to provide additional aircraft and employ additional personnel, the Province will refund the CONTRACTOR in accordance with the provisions regulating the expansion of contracts in the relevant Provincial Department of Health and wellness.</p> <p>6.14. The CONTRACTOR will be paid according to a schedule of tariffs as specified in the bid documents.</p>	
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7 PRICING SCHEDULE

This schedule must be structured as follows:

NB: USE ONLY BLACK OR RED INK TO FILL IN THIS FORM

(IMPORTANT: This form must be completed in full. *Delete which is not applicable)

NAME OF BIDDER: _____

BID NUMBER: **WCGHCC158/2023** COSING TIME: **11:00 AM ON 13 October 2023**

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

WCBD3.1

DELIVERY OF A COMPREHENSIVE AERO-MEDICAL SERVICE TO THE EMERGENCY MEDICAL SERVICES FOR A FIVE (5) YEAR PERIOD AS PER THE ABOVE SPECIFICATION

ITEM NO.	DESCRIPTION OF ITEM	PRICING Incl. of VAT
1.	ROTOR WING PROGRAM	
1.1	CAPE TOWN ROTOR WING	
	Fixed monthly availability fee (Aircraft insurance, salaries, etc.)	R _____ per month
	Mission specific cost (fuel and maintenance)	R _____ per hour
1.2	OUTDSHOORN ROTOR WING	
	Fixed monthly availability fee (Aircraft insurance, salaries, etc.)	R _____ per month
	Mission specific cost (fuel and maintenance)	R _____ per hour
2.	FIXED WING PROGRAM	
	Fixed monthly availability fee (Aircraft insurance, salaries, etc.)	R _____ per month
	Mission specific cost (fuel and maintenance)	R _____ per hour

The department requires an indication of the actual total monthly cost incurred per platform based on the usage scenarios as outlined in the schedule below. For this purpose, the following schedule must be completed:

Cape Town Rotor wing – Scenario costing

Availability fee (fixed)	Hours/ month	Rate per hour	Total
	20		
	30		
	40		
	50		
	60		
	70		

Oudtshoorn Rotor wing – Scenario costing

Availability fee (fixed)	Hours/ month	Rate per hour	Total
	10		
	20		
	30		
	40		

Cape Town Fixed wing cost– Scenario costing

Availability fee (fixed)	Kilometers/ per month	Rate per hour	Total
	15 000		
	20 000		
	25 000		
	30 000		
	35 000		
	40 000		

PLEASE ANSWER ALL THE FOLLOWING QUESTIONS HEREUNDER:

Name and model of fixed wing and rotor wing aircraft:

A. Country of manufacture:

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

YES / NO

C. Does the offer comply with specifications? Please circle your option.

YES / NO

D. If not to specification, please indicate deviation(s). If the space provided is insufficient, please provide full details on a separate sheet against each question.

E. Period required for delivery if applicable.

F. Is/ are the price(s) firm for the duration of the contract? Please circle your option.

YES / NO

G. If a non-firm price(s) is/ are offered, please complete attached WCBD3.2/2.

H. Is the delivery period firm if applicable? Please circle your option.

YES / NO

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

- A. Period required for commencement of contract after acceptance of bid
.....
- B. Is offer strictly to specification?
.....
- C. Are you the manufacturer? Please circle your option. YES/NO
- D. If not, indicate deviations on attached specification or separate sheet.
- E. Period required for delivery.
- F., Please state packaging offered if applicable.
- G. Are you registered in terms of sections 23(1) or 23(3) of the
Value-Added Tax Act, 1991 (Act No. 89 of 1991) YES /NO
- H. If so, state your VAT registration number
- I. Are the prices quoted for the service firm for the full contract period?
.....
- J. Is the delivery period firm? Please circle your option. YES/NO
- K. Indicate guarantee period
- L. What is the approximate value of spares carried in stock in South Africa for
this particular make and model of machine R _____
- M. If the prices are not firm for the full period, please complete form WCBD 3.1/2

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination.

DEFINITION OF PRICING STRUCTURES

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

1. Firm prices

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

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

- 1.2 Firm prices linked to fixed period adjustments, i.e., 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=		

2. Non-firm prices

Non-firm prices are prices linked to proven adjustments.

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

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

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

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

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

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

Where:

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

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

- 3.1 Index dated Indexdated Indexdated
- Index dated 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 an! 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, unauthorized, 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.
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. (Indicate if not known)

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

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;
- that the information disclosed above is true and accurate;
 - that I have read understand the content of the document;
 - that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - 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;
 - 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
 - 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:

- Do you know and understand the contents of the declaration? ANSWER:
- Do you have any objection to taking the prescribed oath? ANSWER:
- Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- Do you want to make an affirmation? ANSWER:

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:

.....

**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:

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

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

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.

WCBD 6.1

- 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

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| 8. Inspections, tests and analyses | 8.6 | Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. |
| | 8.7 | Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. |
| | 8.8 | The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC. |
| 9. Packing | 9.1 | The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. |
| | 9.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. |
| 10. Delivery and documents | 10.1 | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC |
| | 10.2 | Documents to be submitted by the supplier are specified in SCC |
| 11. Insurance | 11.1 | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |
| 12. Transportation | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |

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 fulfilment 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.

General Conditions of Contract

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, it's likely duration and it's cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

General Conditions of Contract

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.

General Conditions of Contract

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

General Conditions of Contract

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

General Conditions of Contract

- 28. Limitation of liability** 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract

**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.