

Directorate: Supply Chain Sourcing

Le-Anne.Moses@westerncape.gov.za | Tel: 021 834 9005

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

BID NUMBER: WCGHSC0440/2025 CLOSING DATE: 24 OCTOBER 2025 CLOSING TIME: 11:00

FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR BASIC AND POST-BASIC PHARMACIST ASSISTANT TRAINING TO ALL INSTITUTIONS UNDER THE CONTROL OF WESTERN GAPE GOVERNMENT HEALTH & WELLNESS FOR A 4-YEAR PERIOD.

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

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** situated in the entrance of M9 (the **old GENSES Building**) on the **premises or Karl Bremer Hospital**, corner of Mike Pienaar Boulevard and Frans Conradie Drive, Bellville. The bid box is open during **office hours, from 8:00-16:00, Mondays to Fridays**. If you are uncertain about the location of the bid box, please call the responsible official, Ms Le-Anne Moses at (021) 834 9005 for assistance during office hours.

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

All Service Providers must be registered on the Central Supplier Database (CSD) at the time of bid closing. **Service Providers already registered on the CSD** must have **confirmation of their registration** AND **ensure that their status is up to date** prior to bidding by contacting <u>www.csd.gov.za</u>.

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

Central Supplier Database <u>self-registration only</u>: <u>www.csd.gov.za</u> Contact email: <u>SCM.eProcurementDOH@westerncape.gov.za</u>

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

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

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

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

Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures up to 3 working day prior to bid closing. Any request for clarification must be submitted by email to Le-Anne Moses (Le-Anne.Moses@westerncape.gov.za)

Answers to any written queries referred to Supply Chain Sourcing in accordance with the above-mentioned partiagraph will be responded to via email.

C Munnik for HEAD OF DEPARTMENT DATE: 18/09/2025

PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HERE WELLNESS/ PUB		INVITED TO BID FO	R REQU	JIREMENTS O	F TH	HE (NAME OF	WESTE	RN CAPE	GOVERNM	ENT: HEALTH AND
7, 222, 4266, 1, 62					24	4 OCTOBER				
BID NUMBER:	W	CGHSSC0440/2024	CLOS	ING DATE:	20	025	CLOS	SING TIME:		11:00am
	FO	R THE APPOINTMEN	T OF A	SERVICE PR	ROV	IDER FOR BAS	IC AN	D POST-B	ASIC PHAR	MACIST ASSISTANT
DESCRIPTION		AINING TO ALL INSTIT OR A 4-YEAR PERIOD.	TUTION:	S UNDER THE	СО	NTROL OF WES	TERN (GAPE GOV	ERNMENT H	EALTH & WELLNESS
BID RESPONSE I	BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)									
Bid documents must be deposited in the bid box marked WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS										
OF HEALTH sit	OF HEALTH situated in the entrance of M9 (the old GENSES Building) on the premises or Karl Bremer Hospital,									
corner of Mike	corner of Mike Pienaar Boulevard and Frans Conradie Drive, Bellville.									
BIDDING PROC	EDU	JRE ENQUIRIES MAY E	E DIRE	CTED TO		TECHNICAL E	NQUIR	IES MAY B	E DIRECTED	TO:
CONTACT						CONTACT				
PERSON		Le-Anne Moses				PERSON		Leonard	Liddell	
TELEPHONE						TELEPHONE				
NUMBER		021 834 9005				NUMBER		021 815 8	8878	
FACSIMILE						FACSIMILE				
NUMBER		<u>-</u>				NUMBER				
E-MAIL ADDRES		Le-Anne.Moses@we	sternce	ape.gov.za		E-MAIL ADDR	ESS	Leonard	<u>Liddell@we</u>	esterncape.gov.za
SUPPLIER INFOR		ATION								
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ADDRESS										
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VERIFICATION		☐ Yes		☐ No		AFFIDAVIT			Yes	☐ No
CERTIFICATE										
IF YES, WAS THE	=	[TICK APPL	ICABLE	BOX]						
CERTIFICATE		□vaa								
ISSUED BY A VERIFICATION		☐ Yes		□No						
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THE SOUTH										
AFRICAN										
NATIONAL										
ACREDITATION										

SYSTEM (SANAS)						
	LEVEL VERIFICATION CERTIFICATE/SWORN AI		SSES) MUST BE SUBMITTED TOGETHER WITH			
ARE YOU THE	I IN ORDER TO QUALIFY FOR PREFERENCE PO	NI2 FOR R-RREE				
ACCREDITED		ARE YOU A				
REPRESENTATIVE IN SOUTH		FOREIGN BASED SUPPLIER FOR THE				
AFRICA FOR THE		GOODS	□Yes □No			
<u>GOODS/</u> SERVICES/	☐Yes ☐No	/SERVICES /WORKS	[IF YES, ANSWER THE QUESTIONNAIRE			
<u>WORKS</u> <u>OFFERED?</u>	[IF YES ENCLOSE PROOF]	OFFERED?	BELOW]			
QUESTIONNAIRE	O BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RE	SIDENT OF THE REPUBLIC OF SOUTH AFRICA	(RSA)?	☐ YES ☐ NO			
DOES THE ENTITY	HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO			
DOES THE ENTITY	HAVE A PERMANENT ESTABLISHMENT IN THE I	SV\$	☐ YES ☐ NO			
DOES THE ENTITY	HAVE ANY SOURCE OF INCOME IN THE RSAS		☐ YES ☐ NO			
	LE IN THE RSA FOR ANY FORM OF TAXATION		☐ YES ☐ NO			
	"NO" TO ALL OF THE ABOVE, THEN IT IS NOT E FROM THE SOUTH AFRICAN REVENUE SERVI					
		RT B				
	TERMS AND COND	TIONS FOR BIDDING				
1. BID SUBMISSIO	DN:					
1.1. BIDS MUST BE CONSIDERAT	E DELIVERED BY THE STIPULATED TIME TO THION.	E CORRECT ADDRESS	S. LATE BIDS WILL NOT BE ACCEPTED FOR			
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.						
PROCUREME	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 SUCCESS	FUL BIDDER WILL BE REQUIRED TO FILL IN AND	SIGN A WRITTEN CON	TRACT FORM (WCBD7).			
2. TAX COMPLIA	NCE REQUIREMENTS					
2.1 BIDDERS MUS	T ENSURE COMPLIANCE WITH THEIR TAX OBL	GATIONS.				
	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 WWW.SARS.C	I FOR TAX COMPLIANCE STATUS (TCS) OR GOV.ZA.	PIN MAY ALSO BE M	ADE VIA E-FILING THROUGH THE WEBSITE			
2.4 BIDDERS MAY	' ALSO SUBMIT A PRINTED TCS CERTIFICATE W	ITH TOGETHER WITH TH	IE BID.			
	E CONSORTIA / JOINT VENTURES / SUB-CONT ATE AND CSD NUMBER AS MENTIONED IN 2.3		/ED; EACH PARTY MUST SUBMIT A SEPARATE			
2.6 WHERE NO TO MUST BE PRO	CS PIN IS AVAILABLE BUT THE BIDDER IS REGISTE VIDED.	RED ON THE CENTRAL	SUPPLIER DATABASE (CSD), A CSD NUMBER			
	L BE CONSIDERED FROM PERSONS IN THE S HE SERVICE OF THE STATE, OR CLOSE CORPC					
NB: FAILU	IRE TO PROVIDE / OR COMPLY WITH ANY OF	THE ABOVE PARTICULA	ARS MAY RENDER THE BID INVALID			
SIGNATURE OF BIE	SIGNATURE OF BIDDER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution						

(February 2023)

DATE:

	SCOPE OF WORK	Comments/Complies/ Does not comply/Yes/No
NOTE	In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide comment or make reference to attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood conditions by writing "Yes" or "No" in the next column.	
1.1	SECTION 1 - SCOPE For the appointment of a service provider to provide training to Learner Pharmacist's Assistants within the Western Cape Government: Health and Wellness for the following qualifications: Occupational Certificate: Pharmacist's Assistant (Basic) and (Post-Basic), SAQA Qualification ID 112811 and 112807.	
1.2	The bid will be subject to the General Conditions of Contract (GCC) and Special Conditions of Bid of which a copy is included in the bid document for the information of bidders. The successful bidder/s must accept the terms and conditions of the GCC and the Special Conditions of Bid.	
1.3	A Service Level Agreement (SLA) will be concluded between the contractor and the Western Cape Government: Health and Wellness after the award of the bid.	
2.1	SECTION 2 - CONTRACT PERIOD This agreement, shall be subject to the conclusion of the contract forms, completed bid document and the General Conditions of Contract, and shall remain in force for 48 months and terminate on the last calendar day of the 48 months.	
3.1	SECTION 3 - The bid process Closing date of bid Validity of bid Registration as interested party Following the publication of the invitation to bid, the bidders requesting bid documents will be registered as interested parties	
4.1	SECTION 4 - Estimated Quantity The estimated quantity for training is 65	
	Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.	
	Training to be provided to WCG:HW: EPWP Learner Pharmacist's Assistants	
5.1 5.2 5.3 5.4	SECTION 5 - Instructions for completing bid documents Please provide all compulsory documents required in the bid invitation in the full name of the bidder. Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder. Please complete all the documents and forms provided in this bid document and furnish all the requested information. Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the specifications in that subsection.	

		Comments/Complies/
	SCOPE OF WORK	Comments/Complies/ Does not comply/Yes/No
5.5	SECTION 5 - Instructions for completing bid documents (continuation) A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid	
5.6	document. The numbering in the bid document may not be altered. It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout	
5.7	your document. If you are unable to comply with a particular requirement or specification,	
5.8	please provide a comment/explanation for not complying. You are permitted to submit testimonials to support your statements of competence and must confirm that these are true and accurate reflections	
5.9	of the service which you intend providing. If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.	
5.10	Please provide an index/summary of all supporting documents with your bid response.	
5.11	The absence of evidence required to prove your compliance with the bid specifications will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.	
5.12	Re-typing, pdf or other digital conversions and/or amendment of the original bid document are not allowed and will invalidate your bid response.	
5.13	Response fields that have been left blank intentionally or unintentionally, have been marked with a ' \checkmark \Box ', ' \times \Box ', or other symbols will be considered non-responsive to the particular question.	
6.1	 (i) The Western Cape Government: Health and Wellness reserves the right to request clarifying information from a bidder. (ii) Bidders or interested parties may contact the Western Cape Government: Health and Wellness to request clarity or additional information to assist their compiling of a bid. The Western Cape Government: Health and Wellness will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, so as to promote the principle of unbiased communication with the parties. 	
7.1	SECTION 7 - Bid awarding All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.	
7.2	Bids that are found compliant in terms of the mandatory, statutory and financial requirements will be evaluated.	
7.3	The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury Western Cape Government: Health and Wellness and the	
7.4	Western Cape Government: Health and Wellness procurement parameters. The Western Cape Government: Health and Wellness will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria.	
7.5	This committee will assess the offer using this document as the basis for the evaluation. Please refer to Evaluation Criteria.	
7.6	The contract will be an approved preferred supplier list. Each institution will procure the services identified by the institution via the Electronic Procurement System and link the service provider in line with the service required by the institution.	

	SCOPE OF WORK	Comments/Complies/ Does not comply/Yes/No				
8.1	SECTION 8 - SERVICE DESCRIPTION QUALIFICATION RULES SAQA QUALIFICATION ID: 112811: QUALIFICATION TITLE: Occupational Certificate: Pharmacist's Assistant (Basic)					
	QUALIFICATION RULES This qualification is made up of the following compulsory Knowledge and Practical Skills Modules: The total number of credits for the Knowledge Module: 25. The total number of credits for the Practical Skills Modules: 21. The total number of credits for Work Experience Modules: 16.					
8.2	SAQA QUALIFICATION ID: 112807: QUALIFICATION TITLE: Occupational Certificate: Pharmacist's Assistant (Post-Basic) QUALIFICATION RULES This qualification is made up of the following compulsory Knowledge and Practical Skills Modules: The total number of credits for the Knowledge Module: 44. The total number of credits for the Practical Skills Modules: 52. The total number of credits for Work Experience Modules: 37.					
	The Basic and Post-Basic Pharmacist's Assistant may practice in both private and public sector pharmacies. The scope of practice for Basic and Post-Basic Pharmacists' Assistants allows them to work, under the direct personal supervision of a pharmacist, in four categories of pharmacies: Community, Institutional (private or public) Manufacturing and Wholesale pharmacy					
9.1	 SECTION 9 OUTCOME Basic Pharmacist's Assistant Apply basic scientific knowledge to provide technical support in delivering pharmaceutical services. Provide technical support for the receiving, storing, picking and distributing orders. To perform stock counts and participate in stock-taking in compliance with cGMP, GWDP and GPP requirements. Provide technical support for the manufacture, packaging and repackaging of non-sterile medicine and schedule substances in compliance with GMP guidelines under the supervision of a Pharmacist. Provide technical support for the compounding, manipulation and preparation of non-sterile medicines and scheduled substances(extemporaneous compounding) in compliance with standards as described in the GPP rules and GMP guidelines under the supervision of a pharmacist. 					
9.2	 Post-Basic Pharmacist's Assistant Apply basic scientific knowledge to provide technical support in delivering pharmaceutical services. Provide technical support for the receiving, storing, picking and distributing orders. To perform stock counts and participate in stock-taking in compliance with cGMP, GWDP and GPP requirements. Provide technical support for the manufacture, packaging and repackaging of non-sterile medicine and schedule substances in compliance with GMP guidelines under the supervision of a Pharmacist. Provide technical support for the compounding, manipulation and preparation of non-sterile medicines and scheduled substances(extemporaneous compounding) in compliance with standards as described in the GPP rules and GMP guidelines under the supervision of a pharmacist. 					

	SCOPE OF WORK	Comments/Complies/ Does not comply/Yes/No
	Post-Basic Pharmacist's Assistant (continuation) 5. Provide technical support to dispensing prescriptions and to sell medicines in compliance with legal requirements, including GPP The SAQA registered qualifications are attached as Annexure A	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
10.1 10.1.1	SECTION 10: REPORTING Learner progress reports The service provider shall submit a quarterly report to the Western Cape Government: Health and Wellness containing an income and expenditure account and the Bank Account balance. The standard format as prescribed by National Western Cape Government: Health and Wellness of	
10.1.2	Transport and Public Works for monitoring and reporting on EPWP will be used. The quarterly reports are linked to the payment of the service provider. The first report shall be submitted within at least 30 days after completion of the 1st quarter (i.e. 3 months) of training. All subsequent quarterly reports shall be submitted within at least 30 days after completion of the quarter.	
10.1.3	The service provider shall submit a monthly report to the Western Cape Government: Health and Wellness containing details of the theoretical tuition and training received by Learners for that period, and the results of all assessments of Learners for that period. The standard format as prescribed by National Western Cape Government: Health and Wellness of Transport and Public Works for monitoring and reporting on EPWP will be used.	
10.2 10.2.1	Additional reports Aside from the quarterly reports the Western Cape Government: Health and Wellness can, on 10 days' notice in writing, request such further reports from the service provider as the Western Cape Government: Health and Wellness	
10.2.2	deems necessary. The Western Cape Government: Health and Wellness is entitled to request a report on the training directly from the service provider. The service provider will notify the Western Cape Government Health and Wellness in writing within 15 business days of any event that might affect the	
10.2.4	completion of the training. The provider will only commence work once the scope of work; briefing document has been completed with costing, approval and sign – off All reports should include copies of the signed briefing documents.	
10.3 10.3.1	Financial Reports The provider shall submit a two-monthly report to the Western Cape Government: Health and Wellness containing details of the expenditure in the quarter.	
10.3.2	The first report shall be submitted within a maximum of 30 days after completion of the first two months All subsequent reports shall be submitted within at least 30 days after completion of the two months.	
10.4 10.4.1 10.4.2	Inspections and Audits: The Western Cape Government: Health and Wellness, it's employees, accountants, auditors or any other persons appointed by the Western Cape Government: Health and Wellness shall be entitled, on ten days' written notice, to inspect and/or audit provider's financial records insofar as they relate to the expenditure of funds received under the Agreement. The Western Cape Government: Health and Wellness, it's employees or any person appointed by the Western Cape Government: Health and Wellness shall be entitled, on ten days' written notice, to evaluate the progress on the development and revision process.	

	SCOPE OF WORK	Comments/ Does not	-
	SECTION 11 - ADMINISTRATIVE		
11.1	Be registered and accredited with the SAPC to deliver the Occupational Certificate: Pharmacist's Assistant (Basic) and (Post-Basic) qualifications.		
11.2	Develop a training curriculum to deliver the compulsory Knowledge, Practical Skills and Work Experience Modules.		
11.3	Conduct the training in each and every session in accordance with a course calendar.		
11.4	Specify the time allocated to the various content components in an addendum.		
11.5	Include details of assessors, topics and resources in the schedule/program.		
11.6	Include the practical and experiential activities in the schedule/ programme and the time allocated to the various components.		
11.7 11.8	Ensure that assessors manage a group up to 25 participants. Provide for all travel and administrative costs of the assessors and facilitators in		
11.9	the bid price. Indicate on the enclosed Pricing Schedule (WCBD 3.1) itemised budget costs as well as unit cost per course.		
11.10	Keep attendance registers for all assessments, knowledge, practical skills and work experience contact sessions.		
11.11	Attend briefing sessions with the Western Cape Government: Health and Wellness and all relevant stakeholders.		
11.12	Ensure that should a learner withdraw from the learning programme after the initial stage of the programme, the Western Cape Government: Health and Wellness reserves the right to replace the learner.		
12.1	SECTION 12 - QUALITY ASSURANCE Quality assurance measures must be implemented		
12.1	SECTION 13 - Evaluation criteria		
	(i) Phase 1: Compliance with compulsory Central Supplier Databases registration and completion of the bid document. All bidders who comply with Phase 1 will proceed to phase 2.		
	 (ii) Phase 2: Compliance with evaluation criteria, as outlined below. All bidders who comply with Phase 2 will proceed to phase 3. (iii) Phase 3: Application of points for price and BEE status in accordance 		
	with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, to determine the highest		
	total points scored by a bidder.		
	Please complete the documentary proof summary sheet below as evidence of your ability to confirm your compliance with the evaluation criteria on the previous page. All of the below mention must be valid at the time of bid closing. Proof of application for registration and similar will not be accepted.		
	Bidders who do not submit all of the requested document below or do not comply with all of the requirements below WILL be disqualified from further evaluation.		
	PHASE 2: Compliance with evaluation criteria, as outlined below. All bidders who comply with Phase 2 will proceed to phase 3.		
No	Criteria	Proof at (tick where o	applicable)
1	Service provider must indicate and substantiate their 5-year proven track record and experience in delivering on.	Yes	No
2	The service provider must provide written and signed details of clients to which it has delivered similar interventions.	Yes	No
3	The service provider must engage qualified and capable presenters/facilitators, to provide and attach CV's and qualifications and must be certified.	Yes	No

	SCOPE OF WORK	Comments/Co	-
	SECTION 13 - Evaluation criteria (continuation)		.,,
No	Criteria	Proof att	
4	Presenters/facilitators must be proficient in at least two (2) medium of instructions: English and Xhosa and Afrikaans.	Yes	No
5	Presenters /Facilitators must be knowledgeable and have 5 years' experience in the training field.	Yes	No
6	Supporting documents to be attached to bid ie (i) Course outline as stated in the bid document (ii) Training manual (iii) Detailed, structured quotation for face-to-face and virtual training	Yes	No
7	C.V. 's of key personnel who will present the course.	Yes	No
8	Copy of proof of provider accreditation by SAPC and QCTO.	Yes	No
9	Must have the capacity and resources to present a training course of a high standard. SECTION 14 – Obligation of the Training Provider	Yes	No
14.1	The training provider must: Accommodate the following language groups: English, Afrikaans and isiXhosa		
14.2	Provide written agreements with the Work Based Learning (WBL) sites covering WBL site responsibilities, health services, occupational health setting immunization requirements and professional conduct expectations.		
14.3	Provide a certification ceremony for learners that completed the post-basic qualification.		
14.4	Be responsible for the venue(s), presenters and facilitators, travelling and disbursement and all administrative cost of the presenters and facilitators be inclusive in the bid price/quotation.		
14.5	Provide the following resources:		
14.5.1	Venue for face-to-face and practical sessions and for the Metro.		
14.5.2	Training consumables, e.g. flip charts, khokis, etc.		
14.5.3	Employ multimedia presentations, where practical and possible.		
14.5.4	Notes and user-friendly materials.		
14.5.5	Presentation slides, which are bold and legible.		
14.5.6	Appropriate learning aids.		
14.5.7	Exemplars of documents learners have to develop (e.g. portfolio of evidence).		
14.5.8 14.5.9	Additional material as annexures to course participants. Keep attendance registers for all sessions and indicate in such register's		
	details about the topics/ modules and duration.		
14.6 14.7	Bid an all-inclusive per person rate as per the pricing schedule WCBD 3.2 The training should be available virtually, and in-person refer to pricing schedule WCBD 3.2.		
	SECTION 15 – Obligation of the Western Cape Government: Health and Wellness		
15.1	The Western Cape Government: Health and Wellness shall provide the Service Providers with timely access to information reasonably required by the Service Providers to perform its duties under this agreement.		
15.2	The Western Cape Government: Health and Wellness will identify the appropriate participants to attend sessions based on a needs assessment and ensure that the participants are informed of the logistics including date, time and venue of the sessions.		
15.4	The Western Cape Government: Health and Wellness reserves the right and discretion to extend or expand the contract as required, you will receive written confirmation once this office has obtained the necessary Western Cape Government: Health and Wellness approval.		

	SCOPE OF WORK	Comments/Complies/ Does not comply/Yes/No
	SECTION 16 – Obligation of the Western Cape Government: Health and	Does not comply/ res/No
15.5	Wellness (continuation) The Western Cape Government: Health and Wellness will inform the service provider when training should take virtually in-person.	
	SECTION 16— Pricing and payment	
16.1	Different pricing structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Bidders wishing to make provision for cost variations during the contract period should bid fixed percentages for various periods, i.e. three tier /year 1, 2 and 3.	
16.2	No adjustments will be considered, however, 3 months before the contract period expires, and after that adjustments will be considered at the utmost three monthly.	
16.3	In the interest of security and expeditious payment, it is the policy of the Western Cape Government: Health and Wellness to effect payments by electronic funds transfer (EFT) into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Western Cape Government: Health and Wellness contracts and has not been registered already, the service-provider will be required to furnish the Western Cape Government: Health and Wellness with its banking details for the systems in operation (Logis, BAS, Syspro) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.	
16.4	On receipt of the invoice by the Western Cape Government: Health and Wellness in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within 30 calendar days from date of receipt of invoice, subject to any penalty deductions by the Western Cape Government: Health and Wellness. If the Western Cape Government: Health and Wellness identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Western Cape Government: Health and Wellness will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.	
17.1	SECTION 17 - Negotiations The Western Cape Government: Health and Wellness 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	
17.2	revisions, increases and service delivery should it be deemed necessary The Western Cape Government: Health and Wellness reserves the right to enter into negotiations with bidders (before the contract is concluded). The Western Cape Government: Health and Wellness reserve the right to	
17.2.1 17.2.2 17.2.3 17.3	terminate negotiations with preferred bidder provided that such negotiation: does not allow any preferred bidder a second or unfair opportunity is not to the detriment of any other bidder; and does not lead to a higher price than the bid as submitted. If the negotiations fail to result be unacceptable, the Western Cape Government: Health and Wellness may terminate the negotiations and invite the next ranked bidder(s) for negotiations. The original preferred bidder(s) should be informed of the reasons for termination of the negotiations. Once negotiations have been terminated, they may not be re-opened.	

	SCOPE OF WORK	Comments/Complies/ Does not comply/Yes/No
18.1	SECTION 18-Performance monitoring Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections take place regularly to ensure that the service is being rendered according to the contract, whether the service is being performed at a Western Cape Government: Health and Wellness site or at the Contractor's own site. On a	
19.1	quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes. SECTION 19 - General Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Western Cape Government: Health and Wellness of Health. The Western Cape Western	
	Cape Government: Health and Wellness of Health reserves the right, in its sole discretion: (i) To amend the bid process, closing date or any other date at its sole discretion, (ii) To cancel the bid or any part of the bid before the bid has been awarded, (iii) Not to accept the lowest or any other bid and to accept the bid	
	which it deems shall be in the best interest of the Western Cape Government: Health and Wellness, (iv) Not to award the bid to the highest points or lowest price, (v) To reject all responses submitted and to embark on a new bid process, (vi) To withdraw any services from the bid process,	
19.2	 (vii) To terminate any party's participation in the bid process (viii) or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; (ix) To extend or expand the contract on written request from the Western Cape Government: Health and Wellness. 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,	

SPECIAL CONDITIONS OF BID

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

1. APPLICATION

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

2. SPECIFIC EXCLUSIONS

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

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

3. REPLACEMENT CLAUSES

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

Subcontracts and assignment

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

Penalties and Damages

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

Settlement of Disputes

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

SPECIAL CONDITIONS OF BID (CONTINUED)

3. REPLACEMENT CLAUSES

Settlement of Disputes

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

4. PAYMENT

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

5. INDEMNITY

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

6. CONFIDENTIALITY AND DISCLOSURE

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

7. BREACH

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

SPECIAL CONDITIONS OF BID

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

8. WAIVER

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

DISPUTE RESOLUTION PROCESSES

MEDIATION

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

2. Arbitration shall be held in Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen calendar days.

- 3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is:
- (a) primarily a legal matter, a practising senior advocate of the Cape Bar;
- (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

ARBITRATION

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

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PRICING SCHEDULE (SERVICES)

FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR BASIC AND POST-BASIC PHARMACIST ASSISTANT TRAINING TO ALL INSTITUTIONS UNDER THE CONTROL OF WESTERN GAPE GOVERNMENT HEALTH & WELLNESS FOR A 4-YEAR PERIOD.

NAME OF BIDDER:	BID NUMBER: WCGH\$C0440/2025
CLOSING DATE: 24 OCTOBER 2025	OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM	Est Qty	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL. VAT			
1		The Procurement of the service, to provide: Training as per Section 8 – for face-to-face sessions	1st Year Per Person	2 nd Year Per Person	3 rd Year Per Person	4 th Year Per Person
1.1		Metro District per person – Basic Pharmacist Assistant Training	R	R	R	R
1.2	39	Metro District per person - Post Basic Pharmacist Assistant Training	R	R	R	R
		Kindly see Section 8 of the Scope of Work				
		Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.				

MP	ORTANT NOTES: The questionnaire below must be completed in full by replying to ea	ch and every question.
A.	Period required for commencement of contract after acceptance of bid	
В.	Is offer strictly to specification?	
C.	If not, indicate deviations on attached specification or separate sheet?	
D.	Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1 (Act No. 89 of 1991)	991 YES /NO
Ε.	If so, state your VAT registration number	

Are the prices quoted for the service firm for the full contract period?

F.

PRICING SCHEDULE (SERVICES)

FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR BASIC AND POST-BASIC PHARMACIST ASSISTANT TRAINING TO ALL INSTITUTIONS UNDER THE CONTROL OF WESTERN GAPE GOVERNMENT HEALTH & WELLNESS FOR A 4-YEAR PERIOD.

NAME OF BIDDER:	BID NUMBER: WCGHSC0440/2025
CLOSING DATE: 24 OCTOBER 2025	OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

	r	Ţ	r			
ITEM	Est Qty	DESCRIPTION OF ITEM		BID PRICE IN SA CU	JRRENCY INCL. V	AT
2	,	The Procurement of the service, to provide: Training as per Section 8 – for Virtual Sessions – Rural Districts	1 st Year Per Person	2 nd Year Per Person	3 rd Year Per Person	4 th Year Per Person
2.1			Basic Pharmac	ist Assistant Training	g	
2.1.1	8	Cape Winelands District -Basic Pharmacist Assistant Training	R	R	R	R
2.1.2	2	Central Karoo -Basic Pharmacist Assistant Training	R	R	R	R
2.1.3	8	Garden Route -Basic Pharmacist Assistant Training	R	R	R	R
2.1.4	2	Overberg -Basic Pharmacist Assistant Training	R	R	R	R
2.1.5	6	West Coast -Basic Pharmacist Assistant Training	R	R	R	R
2.2		F	ost Basic Pharmo	acist Assistant Train	ing	
2.2.1	8	Cape Winelands District -Basic Pharmacist Assistant Training	R	R	R	R
2.2.2	2	Central Karoo -Basic Pharmacist Assistant Training	R	R	R	R
2.2.3	8	Garden Route -Basic Pharmacist Assistant Training	R	R	R	R
2.2.4	2	Overberg -Basic Pharmacist Assistant Training	R	R	R	R
2.2.5	6	West Coast -Basic Pharmacist Assistant Training	R	R	R	R
		Kindly see Section 8 of the Scope of Work				
		Note: The estimated quantity mentioned in this bid are not confirmed and may be subject to change.				

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

A. Period required for commencement of contract after acceptance of bid	
B. Is offer strictly to specification?	
C. If not, indicate deviations on attached specification or separate sheet?	

D.	Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1 (Act No. 89 of 1991)	991 YES /NO
E.	If so, state your VAT registration number	
F.	Are the prices quoted for the service firm for the full contract period?	

PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

1. Definitions

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

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

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;
- "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- **"Controlling interest"** means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

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

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

"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. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
- (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
- (iii) designed to achieve an unjustified result; or
- (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to -

- (a) a Western Cape Government: Health and Wellness, 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 Western Cape Government: Health and Wellness or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

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

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

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
- 7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
- (i) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
- 8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
- 9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
- 10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

SECTIO	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")	ОИ	YES
ВЗ.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

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

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

31 May 2022

TABLE B

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

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS/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 prospecti	ve bidder to provide evidence of past and current performance.				
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES		

C2. TABLE C

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

C	NAME OF CONTRACTOR	PROVINCIAL WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ (NUMBE		PERIOD OF CONTRACT	VALUE OF CONTRACT
C3.	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.	C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
	(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)						
C5.	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 No National Treasury?				YES	N/A	
C6. the	, ,				NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during past five years on account of failure to perform on or comply with the contract?			•	NO	YES		

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

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

31 May 2022

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oats				
I,				
vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.				
I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote				
down his/her answers in his/her presence:				
1.1 Do you know and understand the contents of the declaration? ANSWER:				
1.2 Do you have any objection to taking the prescribed oath? ANSWER:				
1.4 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:				

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

31 May 2022

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

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

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:

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

D 0 11 170

- 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:

$$80/20$$

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 **POINTS AWARDED FOR PRICE**

80/20 90/10

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \qquad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax= Price of highest acceptable bid

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

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

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

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust**, **consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8.	B-BBEE STATUS LEVEL CLAIMED IN TERMS OF	PARAGRAPH 5
8.1	B-BBEE Status Level: =	(maximum of 20 points in terms of 80/20)
8.2	B-BBEE Status Level: =	(maximum of 10 points in terms of 90/10)
subst affid	tantiated by a B-BBEE certificate issued by	rrespond with the table in paragraph 5.1 and must be a verification agency accredited by SANAS or an vel of black ownership in terms of the relevant sector
9.	SUB-CONTRACTING	
9.1	Will any portion of the contract be sub-cor	ntracted? (delete which is not applicable) YES/NO
9.1.1	If yes, indicate:	
	(i) what percentage of the contract wil	ll be subcontracted?
	(ii) the name of the sub-contractor?	
	(iii) the B-BBEE status level of the sub-con	
	(iv) whether the sub-contractor is an EME	E or QSE? (delete which is not applicable) YES/NO
9.1.2		ntract and if sub-contracting is applicable, the bidder rRFQ that a portion of that contract will be sub-
10.	DECLARATION WITH REGARD TO COMPANY	//FIRM
10.1	Name of company/ entity:	
10.2	VAT registration number:	
10.3	Company Registration number:	
10.4	Type of company/firm (Select applicable (option)	Partnership/Joint venture consortium
	(Opiloti)	One-person business/sole propriety
		Close corporation
		Public company
		Personal liability company
		(Pty) Ltd
		Non-profit company
		State-owned company
10.5	certify that the points claimed, based on	authorised to do so on behalf of the company/firm, the B-BBEE status level of contribution indicated in pany/firm for the preference(s) shown and I/we

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

submitted by the bidder.

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
- (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
- (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
- (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the audi alteram partem (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
 - (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct.
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):	
DATE:	
ADDRESS:	
WITNESSES:	
1	
2	

SWORN AFFIDAVIT - B-BBEE/QUALIFYING SMALL ENTERPRISE

 I, the undersigned
--

Full name and surname	
Identity number	

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

Enter	prise name		
Tradii	ng name		
Regis	tration number		
Enterprise address			
3.	I hereby declare under	path that:	
	T 1 1 1 1	of PL	

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

100% Black owned		Level One (133% B-BBEE procurement recognition)
Mor	e than 31% Black owned	Level Two (123% B-BBEE procurement recognition)
(a)	At least 23% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 13%.	(b) At least 30% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.
(c)	At least 23% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.
(e)	At least 83% of labour costs should be paid to South African employees by service industry entities.	

- 4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature:	
 Date:	

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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34.

General Conditions of Contract

1. Definitions

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

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

2. Application

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

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or

abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Western Cape Government: Health and Wellness or an organization acting on behalf of the Western Cape Government: Health and Wellness.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current

prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree;
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Western Cape Government: Health and Wellness 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 Western Cape Government: Health and Wellness of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



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SOUTH AFRICAN QUALIFICATIONS AUTHORITY REGISTERED QUALIFICATION:

Occupational Certificate: Pharmacist's Assistant (Post Basic)

SAQA QUAL ID	QUALIFICATION TITLE						
112807	Occupational Certificate: Pharmacist's Assistant (Post Basic)						
ORIGINATOR							
Development Quality Partner - HWSETA							
PRIMARY OR DELECTIONARY	GATED QUALITY A	NQF SUB-FRAMEWORK					
-			OQSF - Occupational Qualifications Sub-framework				
QUALIFICATION TYPE	FIELD		SUBFIELD				
Occupational Certificate	Field 09 - Health Sciences and Social Services		Preventive Health				
ABET BAND	MINIMUM CREDITS	PRE-2009 NQF LEVEL	NQF LEVEL	QUAL CLASS			
Undefined	133	Not Applicable	NQF Level 05	Regular-ELOAC			
REGISTRATION STATUS		SAQA DECISION NUMBER	REGISTRATION START DATE	REGISTRATION END DATE			
Reregistered		EXCO 0425/24	2019-12-05	2025-12-30			
LAST DATE FOR ENROLMENT		LAST DATE FOR ACHIEVEMENT					
2026-12-30		2029-12-30					

In all of the tables in this document, both the pre-2009 NQF Level and the NQF Level is shown. In the text (purpose statements, qualification rules, etc.), any references to NQF Levels are to the pre-2009 levels unless specifically stated otherwise.

This qualification does not replace any other qualification and is not replaced by any other qualification.

PURPOSE AND RATIONALE OF THE QUALIFICATION

Purpose:

The purpose of this qualification is to prepare a learner to operate as a Pharmacist's Assistant (Post Basic). This prepares a learner to progress to a Pharmacy Technician. A Pharmacist's Assistant (Post Basic) performs a range of tasks in the various categories of pharmacy.

A qualified learner will be able to:

- Apply basic scientific knowledge to provide technical support in delivering pharmaceutical services.
- Provide technical support for the ordering and management of stock of medicines, scheduled substances and medical
 devices in compliance with Good Wholesaling and Distribution Practice (GWDP) and Good Pharmacy Practice (GPP)
 requirements.
- Provide technical support for the manufacture, packaging and re-packaging of non-sterile medicines and scheduled substances in compliance with cGMP guidelines under the supervision of a Pharmacist.
- Provide technical support for the compounding, manipulation and preparation of non-sterile medicines and scheduled substances (extemporaneous compounding) in compliance with standards as described in the GPP rules and Good Manufacturing Process (GMP) guidelines under the supervision of a Pharmacist.
- Provide technical support to dispense prescriptions and to sell medicines in compliance with legal requirements, including GPP.

Rationale:

South Africa currently has nine pharmacy schools producing a limited number of pharmacists. The medicine supply is key to the effective delivery of healthcare. Consequently, it is important to manage pharmacy human resources effectively and efficiently to meet the healthcare needs of this country.

There is an urgent need to increase pharmacy human resources, and following a global trend, pharmacy support personnel can fill that workforce gap. The South African Pharmacy Council must ensure that Pharmacy Support Personnel (PSP) are suitable for:

- The National Health Insurance,
- The re-engineering of primary healthcare services,

And

For facilitating the State President's initiative, Operation PHAKISA for the ideal clinic realisation.

The need to increase the productivity and responsibilities of the PSPs especially in areas around medicine supply chain and dispensing became apparent with the thrust to release the pharmacist to focus more on patient care. The evolution of a more patient-centric role for the pharmacist is a global phenomenon, and the PSP must support this change.

PSPs may practice in both private and public sector pharmacies. The scope of practice for PSPs allows them to work, under the direct personal supervision of a pharmacist. The scope also allows to work in four categories of pharmacies, i.e.

- · Community,
- · Institutional (private or public hospital),
- Manufacturing.

And

• Wholesale pharmacy provided that they are competent to practice and are appropriately registered with Council to practice in that category of pharmacy.

Typical learners will be school leavers and those working in various categories of pharmacy with no formal qualification. Benefits to the learner include a nationally recognised qualification and part qualifications that will improve current knowledge skills and competencies in performing support functions in a pharmacy. Further, this qualification provides improved access to acquiring skills as full-time employment is no longer a requirement for registration of a learner.

Benefits to the country include the fact that this qualification will serve as a national benchmark for PSP at all three levels Basic, Post Basic and Pharmacy Technician. Besides, there will be improved utilisation of pharmacy human resources and an improvement in the quality of PSP.

Society will benefit from an occupational qualification which, combined with its part qualifications, will increase employment opportunities for many. The increased productive capacity of PSP means that the pharmacists are free to focus more on patient care.

LEARNING ASSUMED TO BE IN PLACE AND RECOGNITION OF PRIOR LEARNING

Recognition of Prior Learning (RPL):

RPL for access to the external integrated summative assessment:

Accredited providers and approved workplaces must apply the internal assessment criteria specified in the related curriculum document to establish and confirm prior learning. Accredited providers and workplaces must confirm prior learning by issuing a statement of result or certifying a work experience record.

RPL for access to the qualification:

Accredited providers and approved workplaces may recognise prior learning against the relevant access requirements.

Entry Requirements:

Pharmacist's Assistant (Basic) NQF Level 4.

RECOGNISE PREVIOUS LEARNING?

Υ

QUALIFICATION RULES

This qualification is made up of the following compulsory Knowledge and Practical Skill Modules:

Knowledge Modules:

- 321301000-KM-03, Stock Management, Level 5, 4 Credits.
- 321301000-KM-06, Non-sterile Manufacture, and, Sterile, Medicine, Level 5, 6 Credits.
- 321301000-KM-09, Compounding of Sterile and Non- sterile Extemporaneous Preparations, Level 5, 4 Credits.
- 321301000-KM-11, Dispensing, Level 5, 12 Credits.
- 321301000-KM-16, Administration and Housekeeping, Level 4.
- 321301000-KM-17, Body Systems, Disorders and Commonly used Medicines, Level 5, 15 Credits.

The total number of credits for Knowledge Modules: 44.

Practical Skill Modules:

- 321301000-PM-02, Manage Stock, as per Current Legislation, Level 5, 6 Credits.
- 321301000-PM-05, Manufacture Non-sterile and Sterile Medicines, Level 5, 8 Credits.
- 321301000-PM-08, Compound Sterile and Non-sterile Extemporaneous Preparations, as per Current Legislation, Level 5, 6 Credits.
- 321301000-PM-10, Dispense Medicines, Level 5, 14 Credits.
- 321301000-PM-13, Perform General Housekeeping and Administrative Tasks in the Pharmacy, Level 5, 3 Credits.
- 321301000-PM-16, Identify Anatomical Structures, Level 5, 15 Credits.

The total number of credits for Practical Skill Modules: 52.

Work Experience Modules:

- 321301000-WM-02, Processes to Manage Stock as per Legislation, Level 5, 8 Credits.
- 321301000-WM-05, Processes to Manufacture Non- sterile and Sterile Medicines, Level 5, 5 Credits.
- 321301000-WM-08, Processes to Compound Sterile and Extemporaneous Preparations, Level 5, 6 Credits.
- 321301000-WM-10, Processes to Dispense Medicines, Level 5, 15 Credits.
- 321301000-WM-13, Processes to Perform General Housekeeping and Administrative Tasks in the Pharmacy (Post Basic), Level 5, 3 Credits.

The total number of credits for Work Experience Modules: 37.

EXIT LEVEL OUTCOMES

- 1. Apply basic scientific knowledge to provide technical support in delivering pharmaceutical services.
- 2. Provide technical support for the ordering and management of stock of medicines, scheduled substances and medical devices in compliance with GWDP and GPP requirements.
- 3. Provide technical support for the manufacture, packaging and re-packaging of non-sterile medicines and scheduled substances in compliance with cGMP guidelines under the supervision of a Pharmacist.
- 4. Provide technical support for the compounding, manipulation and preparation of non-sterile medicines and scheduled substances (extemporaneous compounding) in compliance with standards as described in the GPP rules and GMP guidelines under the supervision of a Pharmacist.
- 5. Provide technical support to dispense prescriptions and to sell medicines in compliance with legal requirements, including GPP.

ASSOCIATED ASSESSMENT CRITERIA

Associated Assessment Criteria Exit Level Outcome 1:

- Explain legislation related to the relevant scope of practice in pharmaceutical services in the South African context.
- Demonstrate ethical and professional conduct related to the relevant scope of practice in the provision of pharmaceutical technical support services.
- Explain basic pharmaceutical terms and concepts concerning sterile drug delivery systems and their routes of administration.
- Explain basic scientific principles and applied to sterile pharmaceutical preparations.
- Explain basic concepts of anatomy, physiology and pathophysiology in the context of common, acute and chronic conditions.

Associated Assessment Criteria Exit Level Outcome 2:

- Explain the principles of GWDP concerning the management of stock.
- Conduct the ordering and management of stock of medicines, scheduled substances and medical devices appropriate to the scope of a post-basic according to SOPS, and following cGMP, GPP and GWDP.
- Perform stock counts to determine needs for stock replenishment.
- Assess stock holding for slow-moving, expired, discontinued and short-dated stock.
- Complete documents and records maintained following applicable legislation, process documentation and SOPs.
- Quarantine expired, damaged, recalled medicines and medicines received from patients and ready them for safe disposal, according to SOPS.

Associated Assessment Criteria for Exit Level Outcome 3:

- Comply with pharmaceutical and cGMP principles and legislative requirements for the manufacture, packaging and / or re-packaging of sterile medicines and scheduled substances using aseptic techniques.
- Monitor and control environmental and storage conditions for materials according to SOPs.
- Select and implement procedures to quarantine products and materials.
- Apply legal and special requirements for scheduled substances under the guidance of a PT or pharmacist.
- Control and issue materials (including packaging material), according to the procedure.
- Perform in-process control testing and in-process checks.
- Secure labels and over-printed material are appropriately and discard unused, damaged or rejected labels according to SOPS.
- Complete all documents and maintain records following cGMP guidelines.

Associated Assessment Criteria for Exit Level Outcome 4:

- Comply with the principles of GPP concerning the compounding of non-sterile and sterile medicines and substances.
- Perform calculations to determine the quantities of ingredients.
- Compound an emulsion and suspensions following instructions (formulas), relevant techniques, SOPs and process documentation, and according to the principles of cGMP and/or GPP.
- Generate records for each of the preparations produced following legal requirements and organisational policies and procedures.
- Check, clean and sterilise equipment according to SOPs.
- Perform housekeeping activities according to SOPs.

Associated Assessment Criteria for Exit Level Outcome 5:

- Conduct communication with patients/caregivers in a professional manner with sensitivity to patients' needs and diversity.
- Prepare prescriptions and dispense them following current legislation, GPP and organisational procedures.
- Obtain, in the case of Scheduled medicines, relevant information and history and decide on a suitable qualification of action in consultation with a pharmacist.
- Provide medicines and/or appropriate advice according to GPP.
- Refer a patient and/or prescription to a pharmacist for further management as needed.

- Maintain relevant records following current legislative requirements, including GPP.
- Promote basic hygiene, infection control and a healthy lifestyle.
- Perform pharmacist Initiated Therapy (PIT) according to SOPs.

Integrated Assessment: Integrated formative assessment:

The skills development provider will use the curriculum to guide them on the stipulated internal assessment criteria and weighting. They will also apply the scope of practical skills and applied knowledge as stipulated by the internal assessment criteria. This formative assessment leads to entrance into the integrated external summative assessment.

Integrated summative assessment:

An external integrated summative assessment, conducted through the relevant QCTO Assessment Quality Partner, is required to issue this qualification. The external integrated summative assessment will focus on the exit level outcomes and associated assessment criteria.

The external summative assessment will be a test conducted through an evaluation of written and practical tasks covering critical aspects in a simulated environment at an assessment centre accredited by QCTO and conducted by a registered assessor.

INTERNATIONAL COMPARABILITY

The aim of the international comparability was to examine Pharmacy Technician qualifications of other countries and to compare the South African qualification against international best practice in this field. The comparability exercise focused on New Zealand, Ireland, Canada, the United States, Botswana, Tanzania, Zimbabwe and Namibia.

New Zealand:

In New Zealand, the National Certificate in Pharmacy (Technician) (Level 5) with strands in Community, and Hospital includes the following unit standards:

- Apply legislation, codes, and standards to the supply of products and services as a pharmacy technician.
- Compound non-aseptic pharmaceutical products under the supervision of a pharmacist.
- Dispense prescriptions and pharmaceutical orders under supervision.
- Apply procedures for handling hazardous substances as a pharmacy technician.
- Provide advice on the use of dispensed medicines as a pharmacy technician.
- Demonstrate knowledge of pharmaceutical dosage forms and accessories.
- Demonstrate knowledge of pathogens, infections, and anti-infective therapy.
- Demonstrate knowledge, as a pharmacy technician, of drug dosing, action, adverse effects, and misuse and dependence.
- Demonstrate knowledge of human nutrition and nutritional states as a pharmacy assistant or pharmacy technician.
- Provide written and oral advice as a pharmacy technician.
- Manage stock within a pharmacy as a pharmacy technician.
- Demonstrate professionalism as a pharmacy assistant or pharmacy technician.
- Make conversions and perform calculations for compounding and dispensing as a pharmacy technician.

 Parameters to be a supply of the conversion of the
- Demonstrate knowledge of human nervous and endocrine systems and medicines used in their treatment.
- Demonstrate knowledge of human cardiovascular and respiratory systems and medicines used in their treatment.
- Demonstrate knowledge of human digestive, reproductive, and urinary systems and medicines used in their treatment.
- Demonstrate knowledge of human musculoskeletal, integumentary systems, eye and ear and medicines used in their treatment.
- Demonstrate knowledge of human immune system and malignant disease and medicines used in their treatment.

Certificate in Pharmacy (Specialist Technician) (Level 6):

The purpose of this qualification is to provide the pharmacy sector with specialist pharmacy technicians who carry out a range of specialist pharmacy services. This qualification is for people employed pharmacy technicians, and who are wishing to enter into a specialist pharmacy technician role with management leadership responsibilities.

Qualification structure:

Learners complete the following qualifications:

- Effective Communication.
- · Learning and Development.
- Leadership and Management for Effective Teamwork.
- Pharmacy Operational Management.
- Pharmacy Law and Ethics.
- Quality Assurance in Pharmacy Practice.
- New Zealand Health Care System.
- Specialist Project 1 Specialist Dispensing.
- Specialist Topic Patient and Medicine Management.
- Specialist Topic Operational.

Ireland:

In Ireland, the Irish Pharmacy Union (IPU) Pharmacy Technician Qualification (Level 3 Diploma in Pharmacy Services Skills) prepares pharmacy technicians to assist pharmacists in ensuring the delivery of a high-quality pharmacy service in an efficient, safe and cost-effective manner.

Qualification Structure: Year 1

Underpinning Knowledge Modules covering: Introduction to working in a pharmacy and Stock Control; Pharmacy Practice and Procedure; Law and Ethics; Irish Medicines Schemes; Role of the Technician; Actions and Uses of Drugs - various BNF categories; Pharmaceutical Science and Dispensing and Product Formulation.

Year 2: The Institute of Technology Carlow offers a Higher Certificate in Science - Pharmacy Technician Studies. This qualification provides learners with the administrative and clinical skills required to work in a retail or hospital environment. It offers a blend of academic knowledge, hands-on experience and real-world training in a pharmacy environment. The qualification addresses:

Pharmaceutical chemistry and human physiology - the study of how the body functions.

- Drug actions and uses understanding human diseases and the drugs used to treat these diseases.
- Formulation and compounding understanding how drugs are made and the regulations surrounding safe dispensing.

Special features of the qualification include:

- Weekly work experience throughout the qualification.
- Six month-full-time work placement between first and second year at either a retail or hospital pharmacy.

As part of the work placement module, learners may work abroad for eight weeks under the supervision of registered pharmacists.

Participation in conferences, poster competitions and lectures by guest speakers from the pharmacy industry will ensure that learners are well-grounded in all areas of work available to pharmacy technicians.

Subjects Year 1: Mandatory: Regulations and Dispensing; Human Physiology; Drug Actions and Uses 1; Pharm Chemistry, Form and Comp; Pharm Admin & Work Placement; Pharm Calculations and Computing; Over the Counter; Communication, Innovation and Teamwork.

Year 2: Mandatory: Drug Actions and Uses 2; Pharmacy Practice; Aseptic Techniques; Work Placement.

The details of many of these subjects indicate the resonance of the South African qualification with this qualification.

Canada

Humber College in Canada offers a Pharmacy Technician Diploma which prepares learners for various careers in pharmacy including community, hospital and long-term care settings. Qualifications focus on legislation, physiology, pharmacotherapeutics, customer care, health-care ethics, hospital and retail software systems, inventory management, hospital practice, and infection control.

Semester 1:

• Community Pharmacy Management Pharmacy Calculations 1.

Semester 2:

- Pharmacy Calculations 2.
- · Professionalism and Ethics.
- Pharmacy Dispensing Theory.
- Pharmacy Dispensing Lab 1.
- Pharmacotherapeutics 1.
- College Reading and Writing Skills.
- Pharmacy Dispensing Lab 2.
- Institutional Dispensing Lab 1.
- · Hospital Practices and Pharmaceutics.
- Pharmacotherapeutics 2.

Semester 3:

- Pharmacy Dispensing Lab 3 Institutional Dispensing Lab 2 Aseptic Compounding Pharmacotherapeutics 3.
- Professional Communications: Pharmacy Technician.

Semester 4:

• Professional Communication and Collaboration Pharmacy Technician Work Experience Pharmacotherapeutics 4.

USA:

In the United States, the American Society of Health-System Pharmacists (ASHP) is the accrediting body for pharmacy technician programs. ASHP-certified programs are available at many community colleges and vocational schools. Qualification work covers technical and practical training in the following areas:

- Pharmacy law.
- Pharmacology.
- Pharmacy ethics.
- Anatomy.
- · Healthcare systems.
- Physiology.
- Medical terminology.
- · Pharmaceutical calculations.

Most programs allow learners to gain clinical experience during their training. Depending on state laws, learners may also choose to gain on-the-job training without enrolling in a postsecondary education program. Clinical experience may take the form of a structured training program at a retail drugstore that has partnered with the school. Another option is to complete hands-on training at an approved pharmacy or medical centre.

A pharmacy technician diploma or certificate program can be completed in one year or less and provides the basic education and training needed to sit for the Certified Pharmacy Technician exam.

Botswana

In Botswana, the Boitekanelo College offers the Higher National Diploma in Pharmacy Technology qualification. A total of 98 credits are from the general and core qualifications plus six (6) Credits from the two optional qualifications for each learner. The credits are distributed among 11 core qualifications, 3 general education qualifications and 2 optional qualifications. There will be one-week registration period, one week for examinations, one reading week, one midsemester break and 14 weeks of teaching, making a total of 18 weeks. Each learner should register for all general and core qualifications plus any two optional qualifications during the entire period of training.

Tanzania:

In Tanzania, the Catholic University of Health and Allied Sciences and the Muhimbili University of Health and Allied Sciences offer the Diploma in Pharmaceutical Sciences. The former institution offers it over 3 years. However, there is a paucity on the qualification structure and qualification outlines.

Zimbabwe

In Zimbabwe, the Pharmacy Technician qualification of the US-based Livingston Parish Literacy and Technology Center is taught by a Certified Pharmacy Technician at Harare Polytechnic. This program allows learners to complete TOPS requirements and seek education in a four-year college. A major emphasis of this qualification is the national exam. Learners will be instructed in materials required on the national exam.

The learner will take the national Pharmacy Technician Certification Board (PTCB) examination. This qualification is designed to prepare the learners for entry level positions as a pharmacy technician. The qualification also introduces the learner to other opportunities available in the pharmacy field. Emphasis is placed on skill development in assisting the pharmacist to record and maintain records, label medications, perform computer patient billing, perform stock inventory, and order supplies.

Additional emphasis is placed on interpersonal skill development, telephone skills, drug classification and interactions, and work ethics. Topics of study are mathematics specific to the pharmaceutical field. Appropriate work-based strategies are service learning, field trips, and job shadowing.

Namibia:

In Namibia, the University of Namibia offers the Diploma in Pharmacy the duration of which is three years. Holders of this qualification are able to:

- Undertake practice as a pharmaceutical technician within the legal requirements in a professional and ethical manner.
- Provide pharmaceutical care under the supervision of the pharmacist.
- Effectively manage medicines inventory in a pharmacy setting.
- Design and implement strategies to promote rational and safe use of medicines in healthcare.
- · Use and maintain pharmaceutical equipment in an industrial setting.
- Promote good dispensing and pharmacy practices in a pharmacy setting.
- Effectively control the medicine supply system at the health facility.
- Design and conduct medicine use audits and research at the health facility.
- Assist the pharmacist in the provision of pharmaceutical information.
- Design and implement Standard Operating Procedures to control the quality of medicines and services.
- Implement the basic concepts of primary healthcare related to pharmacy.
- Organise and conduct activities in quality analysis and pharmaceutical sciences.
- Assist in the regulatory process of the registration of medicines.
- Competently administer and undertake management duties in a pharmacy under the supervision of a pharmacist.
- Competently contribute to therapeutic committee at a primary healthcare facility.

Many, though not all of these competencies, correspond with the competencies of this qualification.

Conclusion:

The qualifications from all the countries identified resonate substantially with the South African qualification. There is a paucity of information on the nature and structure of the qualifications. The New Zealand qualification compares most favourably with this qualification.

ARTICULATION OPTIONS

This qualification has the following articulation possibilities.

Horizontal Articulation:

Occupational Certificate: Office Administration, Level 5.

Vertical Articulation:

• Occupational Certificate: Pharmacy Technician, Level 6.

MODERATION OPTIONS

N/A

CRITERIA FOR THE REGISTRATION OF ASSESSORS

N/A

NOTES

Qualifying for external assessment:

In order to qualify for an external assessment, learners must provide proof of completion of all required standards by means of statements of results and work experience. Foundational Learning Competence for the Pharmacy Assistant (Basic).

Additional legal or physical entry requirements:

Must be sighted.

Criteria for the accreditation of providers:

Accreditation of providers will be done against the criteria as reflected in the relevant curriculum on the QCTO website.

The curriculum title and code is:

• 321301000: Pharmacy Technician.

This qualification encompasses the following trades as recorded on the NLRD: This is not a trade qualification.

Related Part-Qualification:

• Occupational Certificate: Pharmacist Assistant (Basic), Level 4.

LEARNING PROGRAMMES RECORDED AGAINST THIS QUALIFICATION:

NONE

PROVIDERS CURRENTLY ACCREDITED TO OFFER THIS QUALIFICATION:

This information shows the current accreditations (i.e. those not past their accreditation end dates), and is the most complete record available to SAQA as of today. Some Primary or Delegated Quality Assurance Functionaries have a lag in their recording systems for provider accreditation, in turn leading to a lag in notifying SAQA of all the providers that they have accredited to offer qualifications and unit standards, as well as any extensions to accreditation end dates. The relevant Primary or Delegated Quality Assurance Functionary should be notified if a record appears to be missing from here.

NONE

All qualifications and part qualifications registered on the National Qualifications Framework are public property. Thus the only payment that can be made for them is for service and reproduction. It is illegal to sell this material for profit. If the material is reproduced or quoted, the South African Qualifications Authority (SAQA) should be acknowledged as the source.

8/10/23, 10:03 AM SAQA Annexure A

[Registered Qual & Unit Std Home page] [Search Qualifications] [Search Unit Standards]



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SOUTH AFRICAN QUALIFICATIONS AUTHORITY REGISTERED QUALIFICATION:

Occupational Certificate: Pharmacist's Assistant (Basic)

SAQA QUAL ID	QUALIFICATION TITLE						
112811	Occupational Certificate: Pharmacist's Assistant (Basic)						
ORIGINATOR							
Development Quality Partner - HWSETA							
PRIMARY OR DELECTIONARY	GATED QUALITY	ASSURANCE	NQF SUB-FRAMEWORK				
-			OQSF - Occupational Qualifications Sub-framework				
QUALIFICATION TYPE	FIELD		SUBFIELD				
Occupational Certificate	Field 09 - Health Sciences and Social Services		Curative Health				
ABET BAND	MINIMUM CREDITS	PRE-2009 NQF LEVEL	NQF LEVEL	QUAL CLASS			
Undefined	62	Not Applicable	NQF Level 04	Regular-ELOAC			
REGISTRATION STATUS		SAQA DECISION NUMBER	REGISTRATION START DATE	REGISTRATION END DATE			
Registered		SAQA 08127/19	2019-12-05	2024-12-05			
LAST DATE FOR ENROLMENT		LAST DATE FOR ACHIEVEMENT					
2025-12-05		2028-12-05					

In all of the tables in this document, both the pre-2009 NQF Level and the NQF Level is shown. In the text (purpose statements, qualification rules, etc.), any references to NQF Levels are to the pre-2009 levels unless specifically stated otherwise.

This qualification does not replace any other qualification and is not replaced by any other qualification.

PURPOSE AND RATIONALE OF THE QUALIFICATION

Purpose:

The purpose of this part-qualification is to prepare a learner to operate as a Pharmacist's Assistant (Basic). This qualification is the first step in becoming a Pharmacy Technician. A Pharmacist's Assistant (Basic) performs a range of assistive tasks in the various categories of pharmacy.

A qualified learner will be able to:

- Apply basic scientific knowledge to provide technical support in delivering pharmaceutical services.
- Provide technical support for the receiving, storing, picking, packing and distributing orders. To perform stock counts and participate in stock-taking in compliance with Good Wholesaling and Distribution Practice (GWDP) and Good Pharmacy Practice (GPP) requirements.
- Provide technical support for the manufacture, packaging and re-packaging of non-sterile medicines and scheduled substances in compliance with Good Manufacturing Process (GMP) guidelines under the supervision of a Pharmacist.
- Provide technical support for the compounding, manipulation and preparation of non-sterile medicines and scheduled substances (extemporaneous compounding) in compliance with standards as described in the GPP rules and GMP guidelines under the supervision of a Pharmacist.

Rationale:

South Africa currently has nine pharmacy schools producing a limited number of pharmacists. The medicine supply is key to the effective delivery of healthcare. Consequently, it is important to manage pharmacy human resources are effectively and efficiently managed to meet the healthcare needs of this country.

There is an urgent need to increase pharmacy human resources and following a global trend, pharmacy support

personnel can fill that workforce gap. The South African Pharmacy Council must ensure that these Pharmacy Support Personnel (PSP) are suitable for:

- The National Health Insurance.
- The re-engineering of primary healthcare services and
- For facilitating the State President's initiative, Operation PHAKISA for the ideal clinic realisation.

The need to increase the productivity and responsibilities of the PSPs especially in areas around medicine supply chain and dispensing became apparent with the thrust to release the pharmacist to focus more on patient care. The evolution of a more patient-centric role for the pharmacist is a global phenomenon and the PSP must support this change.

PSPs may practice in both private and public sector pharmacies. The scope of practice for PSPs allows them to work, under the direct personal supervision of a pharmacist, in four categories of pharmacies:

- · Community,
- Institutional (private or public hospital),
- Manufacturing and
- Wholesale pharmacy provided that they are competent to practise and are appropriately registered with Council to practise in that category of pharmacy.

Typical learners will be school leavers and those working in various categories of pharmacy, but with no formal qualification. Benefits to the learner include a nationally recognised qualification and part-qualifications that will improve current knowledge, skills and competencies in performing support functions in a pharmacy. Further, this qualification provides improved access to acquiring skills as full-time employment is no longer a requirement for registration of a learner. Lastly, the qualification makes provision for career-pathing and progression.

Benefits to the country include the fact that this qualification will serve as a national benchmark for PSP at all three levels Basic, Post Basic and Pharmacy Technician besides, there will be improved utilisation of pharmacy human resources and an improvement in the quality of PSP.

Society will benefit from an occupational qualification which, combined with its part qualifications will increase employment opportunities for many. The increased productive capacity of PSP means that the pharmacists are free to focus more on patient care.

LEARNING ASSUMED TO BE IN PLACE AND RECOGNITION OF PRIOR LEARNING

Recognition of Prior Learning (RPL):

RPL for access to the external integrated summative assessment:

Accredited providers and approved workplaces must apply the internal assessment criteria specified in the related curriculum document to establish and confirm prior learning. Accredited providers and workplaces must confirm prior learning by issuing a statement of result or certifying a work experience record.

RPL for access to the qualification:

Accredited providers and approved workplaces may recognise prior learning against the relevant access requirements.

Entry Requirements:

NQF Level 4 with Mathematics and Physical or Life Sciences.

RECOGNISE PREVIOUS LEARNING?

Υ

QUALIFICATION RULES

This qualification is made up of the following compulsory Knowledge and Practical Skill Modules:

Knowledge Modules:

- 321301000-KM-01, Introduction to the Pharmaceutical Environment, Level 4, 10 Credits.
- 321301000-KM-02, Stock Distribution and Control, Level 4, 4 Credits.
- 321301000-KM-05, Non-sterile Medicine Manufacture, Level 4, 6 Credits.
- 321301000-KM-08, Compounding of Non-sterile Extemporaneous Preparations, Level 4, 3 Credits.
- 321301000-KM-15, General Housekeeping, Level 4, 2 Credits.

The total number of credits for Knowledge Modules: 25.

Practical Skill Modules:

- 321301000-PM-01, Distribute and Control Stock as per Current Legislation, Level 4, 4 Credits.
- 321301000-PM-04, Manufacture Non-sterile medicines, Level 4, 6 Credits.
- 321301000-PM-07, Compound Non-sterile Extemporaneous Preparations, Level 4, 5 Credits.
- 321301000-PM-12, Perform General Housekeeping and Administrative Tasks in the Pharmacy, Level 4, 2 Credits.
- 321301000-PM-18, Operate Computers and Computer Software, Level 4, 4 Credits.

The total number of credits for Practical Skill Modules: 21.

Work Experience Modules:

- 321301000-WM-01, Processes to Distribute and Control Stock as per Legislation, Level 4, 5 Credits.
- 321301000-WM-04, Processes to Manufacture Non- sterile Medicines, Level 4, 4 Credits.

- 321301000-WM-07, Processes to Compound Non-sterile Extemporaneous Preparations, Level 4, 5 Credits.
- 321301000-WM-12, Processes to Perform General Housekeeping and Administrative Tasks in the Pharmacy, Level 4, 2 Credits.

The total number of credits for Work Experience Modules: 16.

EXIT LEVEL OUTCOMES

- 1. Apply basic scientific knowledge to provide technical support in delivering pharmaceutical services.
- 2. Provide technical support for the receiving, storing, picking, packing and distributing orders. To perform stock counts and participate in stock-taking in compliance with cGMP, GWDP and GPP requirements.
- 3. Provide technical support for the manufacture, packaging and re-packaging of non-sterile medicines and scheduled substances in compliance with GMP guidelines under the supervision of a Pharmacist.
- 4. Provide technical support for the compounding, manipulation and preparation of non-sterile medicines and scheduled substances (extemporaneous compounding) in compliance with standards as described in the GPP rules and GMP guidelines under the supervision of a Pharmacist.

ASSOCIATED ASSESSMENT CRITERIA

Associated Assessment Criteria Exit Level Outcome 1:

- Explain legislation related to the relevant scope of practice in pharmaceutical services in the South African context.
- Demonstrate ethical and professional conduct related to the relevant scope of practice in the provision of pharmaceutical technical support services.
- Explain basic pharmaceutical terms and concepts concerning non-sterile drug delivery systems and their routes of administration.
- Explain basic scientific principles and apply non-sterile pharmaceutical preparations.

Associated Assessment Criteria for Exit Level Outcome 2:

- Conduct distribution and control of the stock of medicines, scheduled substances, and medical devices according to SOPS, and per cGMP, GPP and GWDP.
- Pick, pack and secure orders for medicines or scheduled substances are according to all requirements and check that orders dispatched according to SOPS.
- Complete documents and maintain records following applicable legislation and SOPs.
- · Perform stock counts accurately and render assistance in stock taking.

Associated Assessment Criteria for Exit Level Outcome 3:

- Comply with pharmaceutical and cGMP principles and legislative requirements in the manufacture, packaging and/or re-packaging of non-sterile medicines and scheduled substances.
- Organise and prepare resources, materials and equipment for the preparation of specific medicines following relevant SOPs and process documentation.
- Handle materials with due regard for environmental and storage conditions, transport and security requirements.
- Conduct relevant manufacturing processes for non-sterile medicines and scheduled substances according to procedures.
- Pack and re-package medicines and scheduled substances following GMP, ethical principles, relevant legislation, process documentation and SOPs, and authorised by a pharmacist.
- Complete all documents and maintain records following cGMP guidelines.

Associated Assessment Criteria for Exit Level Outcome 4:

- Comply with the principles of GPP concerning the compounding of non-sterile medicines and substances.
- Compound a simple solution, suspension and semi-solid following instructions (formulas), relevant SOPs and process documentation, using the principles of cGMP and/or GPP for specific patients.
- Generate records for each of the preparations produced following legal requirements and organisational policies and procedures.
- · Check and clean equipment, according to SOPs.
- · Perform housekeeping activities according to SOPs.
- Operate personal computer to generate documents and spreadsheets.

Integrated Assessment:

Integrated formative assessment:

The skills development provider will use the curriculum to guide them on the stipulated internal assessment criteria and weighting. They will also apply the scope of practical skills and applied knowledge as stipulated by the internal assessment criteria. This formative assessment leads to entrance into the integrated external summative assessment.

Integrated summative assessment:

The relevant QCTO Assessment Quality partner must conduct an external integrated summative assessment, for the issuing of this qualification. The external integrated summative assessment will focus on the exit level outcomes and associated assessment criteria. The external summative assessment will be a test conducted through an evaluation of written and practical tasks covering critical aspects in a simulated environment at an assessment centre accredited by QCTO and conducted by a registered assessor.

INTERNATIONAL COMPARABILITY

The international comparability aims to examine Pharmacy Technician qualifications of other countries and to compare the South African qualification against international best practice in this field. The comparability exercise focused on New Zealand, Ireland, Canada, the United States, Botswana, Tanzania, Zimbabwe and Namibia.

New Zealand:

In New Zealand, the National Certificate in Pharmacy (Technician) (Level 5) with strands in Community, and Hospital includes the following unit standards:

- Apply legislation, codes, and standards to the supply of products and services as a pharmacy technician.
- Compound non-aseptic pharmaceutical products under the supervision of a pharmacist.
- Dispense prescriptions and pharmaceutical orders under supervision.
- Apply procedures for handling hazardous substances as a pharmacy technician.
- Provide advice on the use of dispensed medicines as a pharmacy technician.
- Demonstrate knowledge of pharmaceutical dosage forms and accessories.
- Demonstrate knowledge of pathogens, infections, and anti-infective therapy.
- Demonstrate knowledge, as a pharmacy technician, of drug dosing, action, adverse effects, and misuse and dependence.
- Demonstrate knowledge of human nutrition and nutritional states as a pharmacy assistant or pharmacy technician.
- Provide written and oral advice as a pharmacy technician.
- Manage stock within a pharmacy as a pharmacy technician.
- Demonstrate professionalism as a pharmacy assistant or pharmacy technician.
- Make conversions and perform calculations for compounding and dispensing as a pharmacy technician.
- Demonstrate knowledge of human nervous and endocrine systems and medicines used in their treatment.
- Demonstrate knowledge of human cardiovascular and respiratory systems and medicines used in their treatment.
- Demonstrate knowledge of human digestive, reproductive, and urinary systems and medicines used in their treatment.
- Demonstrate knowledge of human musculoskeletal, integumentary systems, eye and ear and medicines used in their treatment.
- Demonstrate knowledge of the human immune system and malignant disease and medicines used in their treatment.

Certificate in Pharmacy (Specialist Technician) (Level 6).

The purpose of this qualification is to provide the pharmacy sector with specialist pharmacy technicians who carry out a range of specialist pharmacy services. This qualification is for people employed as pharmacy technicians, and who are wishing to enter into a specialist pharmacy technician role with management/leadership responsibilities.

Qualification structure: Learners complete the following qualifications:

- Effective Communication.
- Learning and Development.
- Leadership and Management for Effective Teamwork.
- Pharmacy Operational Management.
- · Pharmacy Law and Ethics.
- · Quality Assurance in Pharmacy Practice.
- New Zealand Health Care System.
- Specialist Project 1 Specialist Dispensing.
- Specialist Topic Patient and Medicine Management.
- Specialist Topic Operational.

Ireland:

In Ireland, the Irish Pharmacy Union (IPU) Pharmacy Technician Qualification (Level 3 Diploma in Pharmacy Services Skills) prepares pharmacy technicians to assist pharmacists in ensuring the delivery of a high-quality pharmacy service in an efficient, safe and cost-effective manner.

Qualification Structure:

Year 1:

Underpinning Knowledge Modules covering: Introduction to working in a pharmacy and Stock Control; Pharmacy Practice and Procedure; Law and Ethics; Irish Medicines Schemes; Role of the Technician; Actions and Uses of Drugsvarious BNF categories; Pharmaceutical Science and Dispensing and Product Formulation.

Year 2

The Institute of Technology Carlow offers a Higher Certificate in Science-Pharmacy Technician Studies. This qualification provides learners with the administrative and clinical skills required to work in a retail or hospital environment. It offers a blend of academic knowledge, hands-on experience and real-world training in a pharmacy environment. The qualification addresses:

Pharmaceutical chemistry and human physiology-the study of how the body functions.

- Drug actions and uses-understanding human diseases and the drugs used to treat these diseases.
- Formulation and compounding-understanding how to make drugs and the regulations surrounding safe dispensing.

Special features of the qualification include weekly work experience throughout the qualification.

- Six month-full-time work placement between first and second year at either a retail or hospital pharmacy. As part of the work placement module, learners may work abroad for eight weeks under the supervision of registered pharmacists.
- Participation in conferences, poster competitions and lectures by guest speakers from the pharmacy industry will ensure that learners are well-grounded in all areas of work available to pharmacy technicians.

Subjects Year 1:

Mandatory: Regulations and Dispensing.

- Human Physiology.
- Drug Actions and Uses 1.
- Pharm Chemistry.
- · Form and Comp.
- · Pharm Admin and Work Placement.
- Pharm Calculations and Computing.
- Over the Counter.
- · Communication.
- · Innovation and Teamwork.

Year 2:

- · Mandatory: Drug Actions and Uses 2.
- Pharmacy Practice.
- · Aseptic Techniques.
- · Work Placement.

The details of many of these subjects indicate the resonance of the South African qualification with this qualification.

Canada

Humber College in Canada offers a Pharmacy Technician Diploma which prepares learners for various careers in pharmacy including community, hospital and long-term care settings. Qualifications focus on legislation, physiology, pharmacotherapeutics, customer care, health-care ethics, hospital and retail software systems, inventory management, hospital practice, and infection control.

Semester 1 and Semester 2:

- Community Pharmacy Management.
- Pharmacy Calculations 1.
- Pharmacy Dispensing Theory.
- Pharmacy Dispensing Lab 1.
- Pharmacotherapeutics 1.
- · College Reading and Writing Skills.

Semester 3:

- Pharmacy Dispensing Lab 3 Institutional Dispensing Lab 2.
- Pharmacy Calculations 2 Professionalism and Ethics.
- Pharmacy Dispensing Lab 2 Institutional Dispensing Lab 1 Hospital Practices and Pharmaceutics Pharmacotherapeutics 2.

Semester 4:

- Professional Communication and Collaboration Pharmacy Technician Work Experience.
- Aseptic Compounding Pharmacotherapeutics 3.
- Professional Communications: Pharmacy Technician.
- Pharmacotherapeutics 4.

USA:

In the United States, the American Society of Health-System Pharmacists (ASHP) is the accrediting body for pharmacy technician programs. ASHP-certified programs are available at many community colleges and vocational schools. Qualification work covers technical and practical training in the following areas:

- · Pharmacy law.
- · Pharmacology.
- · Pharmacy ethics.
- Anatomy.
- · Healthcare systems.
- Physiology.
- · Medical terminology.
- · Pharmaceutical calculations.

Most programs allow learners to gain clinical experience during their training. Depending on state laws, learners may also choose to gain on-the-job training without enrolling in a postsecondary education program. Clinical experience may take the form of a structured training program at a retail drugstore that has partnered with the school. Another option is to complete hands-on training at an approved pharmacy or medical centre.

A pharmacy technician diploma or certificate program can be completed in one year or less and provides the basic education and training needed to sit for the Certified Pharmacy Technician exam.

Botswana:

In Botswana, the Boitekanelo College offers the Higher National Diploma in Pharmacy Technology qualification. A total of 98 Credits are from the general and core qualifications plus six (6) Credits from the two optional qualifications for each learner. The distribution of 11 credits among 11 core qualifications as follows: 3 general education qualifications and 2 optional qualifications. There will be one-week registration period, one week for examinations, one reading week, one mid-semester break and 14 weeks of teaching, making a total of 18 weeks. Each learner should register for all general and core qualifications plus any two optional qualifications during the entire period of training.

Tanzania:

In Tanzania, the Catholic University of Health and Allied Sciences and the Muhimbili University of Health and Allied Sciences offer the Diploma in Pharmaceutical Sciences. The former institution offers it over 3 years. However, there is a paucity on the qualification structure and qualification outlines.

Zimbabwe:

In Zimbabwe, the Pharmacy Technician qualification of the US-based Livingston Parish Literacy and Technology Center is taught by a Certified Pharmacy Technician at Harare Polytechnic. This program allows learners to complete TOPS requirements and seek education in a four-year college. A major emphasis of this qualification is the national exam. The institution will instruct learners in materials required on the national exam.

The learner will take the national Pharmacy Technician Certification Board (PTCB) examination. This qualification is designed to prepare the learners for entry-level positions as a pharmacy technician. The qualification also introduces the learner to other opportunities available in the pharmacy field. Emphasis is on skill development in assisting the pharmacist to:

- · Record and maintain records,
- · Label medications,
- · Perform computer patient billing,
- · Perform stock inventory, and
- · Order supplies.

Additional emphasis is on interpersonal skill development, telephone skills, drug classification and interactions, and work ethics. Topics of study are mathematics specific to the pharmaceutical field. Appropriate work-based strategies are service learning, field trips, and job shadowing.

Namibia:

In Namibia, the University of Namibia offers the Diploma in Pharmacy the duration of which is three years. Holders of this qualification can:

- Undertake practice as a pharmaceutical technician within the legal requirements professionally and ethically.
- Provide pharmaceutical care under the supervision of the pharmacist.
- Effectively manage medicines inventory in a pharmacy setting.
- Design and implement strategies to promote the rationale rational and safe use of medicines in healthcare.
- Use and maintain pharmaceutical equipment in an industrial setting.
- Promote good dispensing and pharmacy practices in a pharmacy setting.
- Effectively control the medicine supply system at the health facility.
- Design and conduct medicine use audits and research at the health facility.
- Assist the pharmacist in the provision of pharmaceutical information.
- Design and implement Standard Operating Procedures to control the quality of medicines and services.
- Implement the basic concepts of primary healthcare-related to a pharmacy.
- Organise and conduct activities in quality analysis and pharmaceutical sciences.
- Assist in the regulatory process of the registration of medicines.
- Competently administer and undertake management duties in a pharmacy under the supervision of a pharmacist.
- Competently contribute to the therapeutic committee at a primary healthcare facility.

Many, though not all of these competencies, correspond with the competencies of this qualification.

Conclusion:

The qualifications from all the countries identified resonate substantially with the South African qualification. There is a paucity of information on the nature and structure of the qualifications. The New Zealand qualification compares most favourably with this qualification.

ARTICULATION OPTIONS

This qualification has the following articulation possibilities.

Horizontal Articulation:

• Further Education and Training Certificate: Administration, NQF Level 4.

Vertical Articulation:

• Occupational Certificate: Pharmacist's Assistant (Post Basic), NQF Level 5.

MODERATION OPTIONS

N/A

CRITERIA FOR THE REGISTRATION OF ASSESSORS

N/A

NOTES

Qualifying for external assessment:

In order to qualify for an external assessment, learners must provide proof of completion of all required standards employing statements of results and work experience. Foundational Learning Competence for the Pharmacy Assistant (Basic).

Additional legal or physical entry requirements: Must be sighted.

Additional Legal or Physical Entry Requirements. None.

Criteria for the Accreditation of Providers:

 Accreditation of providers will be done against the criteria as reflected in the relevant curriculum on the QCTO website.

Encompassed Trades:

• This qualification is not trade-related.

Assessment Quality Partner (AQP):

· South African Pharmacy Council (SAPC).

Parent Qualification:

• Occupational Certificate: Pharmacist Assistant (Post Basic), Level 5.

LEARNING PROGRAMMES RECORDED AGAINST THIS QUALIFICATION:

NONE

PROVIDERS CURRENTLY ACCREDITED TO OFFER THIS QUALIFICATION:

This information shows the current accreditations (i.e. those not past their accreditation end dates), and is the most complete record available to SAQA as of today. Some Primary or Delegated Quality Assurance Functionaries have a lag in their recording systems for provider accreditation, in turn leading to a lag in notifying SAQA of all the providers that they have accredited to offer qualifications and unit standards, as well as any extensions to accreditation end dates. The relevant Primary or Delegated Quality Assurance Functionary should be notified if a record appears to be missing from here.

NONE

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