



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

BID NUMBER: **WCGHSC 0246/2025**      CLOSING DATE: **12 DECEMBER 2025**      CLOSING TIME: **11:00am**

**RENDERING OF A CREMATION AND BURIAL SERVICE OF PAUPERS AND DESTITUTE DECEDENTS FOR WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.**

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

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

**The main entrance**

**M9 building on the premises of Karl Bremer Hospital  
c/o Mike Pienaar Boulevard & Frans Conradie Avenue  
Bellville**

**Cape Town**

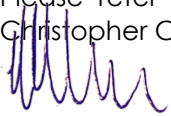
**Bid Box will be open Monday to Friday from 06h00am to 17h00pm (excluding weekend and Public Holidays)**

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the Departments bid box, please call the responsible official, **Christopher Cairns** at [Christopher.Cairns@westerncape.gov.za](mailto:Christopher.Cairns@westerncape.gov.za) for assistance during office hours.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope. **\*The date stamp is for official use only and not for completion by bidders.**
4. **All bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing. Any prospective unregistered bidders must register as a supplier on the CSD prior to bidding.**

	<b>Central Supplier Database</b>
<b>Self-registration</b>	<a href="http://www.csd.gov.za">www.csd.gov.za</a> (self-registration only)
<b>Contact email</b>	<a href="mailto:SCMeProcurement.DOH@westerncape.gov.za">SCMeProcurement.DOH@westerncape.gov.za</a>

5. **Bidders already registered on the CSD must have confirmation of their registration, by contacting [www.csd.gov.za](http://www.csd.gov.za), AND ensure that their status is up to date prior to bidding.**
6. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
7. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document**. All other mandatory documents held on CSD will be accepted by Western Cape Government Health and Wellness (WCGHW) for the consideration of formal bids.
8. **NB:** In bids where Consortia/ Joint Ventures/ 3<sup>rd</sup> Parties are involved, each party **MUST** submit ALL MANDATORY documents and signed Memorandum of Understanding (MOU) or agreements. Failure to provide or comply with this requirement will render this bid invalid.

9. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System is applicable to this bid.**
10. **Bidders must submit their offers in a suitable D-ring file or appropriate ring binder with file dividers between sections where necessary**
11. **The Department will not allow nor accept Bidders own terms and conditions to be considered. The Department will not accept nor consider an awarded Bidders demands to deviate from any requirements of the tender. For the sake of clarity, all Bidders acknowledge that despite their non-compliance with this provision and their submission of any terms and conditions purporting to regulate the contractual relationship between the parties, such terms and conditions will not form part of the Contract if they are successful in the award of the tender.**
12. Please refer all technical and Supply Chain Management administrative specification enquiries to Christopher Cairns on email: [Christopher.Cairns@westerncape.gov.za](mailto:Christopher.Cairns@westerncape.gov.za)



C Munnik

**HEAD: HEALTH AND WELLNESS**

pp **DATE:** 13/11/2025

**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.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE</b> (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCGHSC 0246/2025	CLOSING DATE:	12 December 2025	CLOSING TIME:	11:00am
DESCRIPTION	RENDERING OF A CREMATION AND BURIAL SERVICE OF PAUPERS AND DESTITUTE DECEDENTS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Christopher Cairns		CONTACT PERSON		
TELEPHONE NUMBER	021 834 9015		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Christopher.Cairns@westerncape.gov.za		E-MAIL ADDRESS	Christopher.Cairns@westerncape.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	WCSEB NO.		TCS PIN	AND	CSD No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB07).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.</p> <p>2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / 3<sup>RD</sup> PARTIES ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.</p> <p>2.5 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
<p align="center"><b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID</b></p>

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE

RENDERING OF A CREMATION AND BURIAL SERVICE OF PAUPERS AND DESTITUTE DECEDENTS FOR WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER: .....	BID NO: WCGHSC 0246/2025
CLOSING TIME: 12 DECEMBER 2025 at 11:00a.m	
OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID	

All offers submitted must be VAT inclusive. Bidders who are not VAT vendors/ registered must indicate if their pricing are inclusive or exclusive of VAT.

The Department reserves the right to add or remove facilities to the contract.

CREMATION SERVICES				
ITEM NO.	DESCRIPTION	PRICE IN RSA CURRENCY MUST BE INCLUSIVE OF VAT		
1	Rendering of a cremation service for hospital patients classified as paupers and destitutes for the following hospitals/institutions as stated below: <b>NB:</b> Please refer to the specification for description of various classifications of services (B, C, and D).	Paupers and Destitutes under 9 yrs C3  Price per case	Paupers and Destitutes above 9 yrs B3  Price per case	Still borns D2  Price per case
1.1	<b>CAPE METROPOLE DISTRICT - NORTHERN TYGERBERG SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R .....	R .....	R.....
	Karl Bremer Hospital Stikland Hospital Vanguard CHC Delft CHC Kraaifontein CHC Elsie's River CHC Bishop Lavis CDC Symphony Way CDC Ruyterwacht CDC Bellville CDC Bothasig CDC Durbanville CDC Goodwood CDC Parow CDC Ravensmead CDC Reed Street CDC Scottsdene CDC			

1.2	<b>CAPE METROPOLE DISTRICT - KHAYELITSHA EASTERN SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Helderberg Hospital Rusthof/ Gustrouw CDC Strand CDC Nomzamo CDC Eerste River Hospital Kleinvlei CDC Macassar CHC Mfuleni CDC Khayelitsha CHC Michael Mapongwana CHC Khayelitsha Hospital Nolungile CDC			
1.3	<b>CAPE METROPOLE DISTRICT - MITCHELLS PLAIN KLIPFONTEIN SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Mitchells Plain Hospital Mitchells Plain CHC Gugulethu CHC Hanover Park CHC Heideveld CDC Nyanga CDC Crossroads CDC Dr Abdurahman CDC Inzame Zabantu CDC Mitchells Plain Oral Health Lentegeur Hospital Western Cape Rehab Centre			
1.4.	<b>CAPE METROPOLE DISTRICT - SOUTHERN WESTERN SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Mowbray Maternity Hospital Victoria Hospital False Bay Hospital Retreat CHC DP Marais Hospital Lady Michaelis CDC Lotus River CDC Grassy Park CDC Hout Bay CDC Orthotics and Prosthetic Centre Valkenberg Hospital New Somerset Hospital Metro TB Hospital (Brooklyn Chest) Alexandra Hospital Du Noon CHC District Six CDC Maitland CDC Green Point CDC Kensington CDC Hope Street Oral Wesfleur Hospital			

1.5.	<b>CAPE METROPOLE DISTRICT - CENTRAL HOSPITALS (THESE WILL BE AWARDED PER HOSPITAL, AND MUST BE COSTED SEPERATELY)</b>			
1.5.1	Tygerberg Hospital	R.....	R.....	R.....
1.5.2	Groote Schuur Hospital	R.....	R.....	R.....
1.5.3	Red Cross Hospital	R.....	R.....	R.....
1.6.	<b>WEST COAST DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	LAPA Munnik Hospital – Porterville Citrusdal Hospital Vredenburg Hospital Vredendal Hospital Swartland Hospital – Malmesbury Clanwilliam Hospital Radie Kotze Hospital – Piketberg Sonstraal TB Hospital – Paarl ID Malmesbury Hospital Malmesbury CDC			
1.7	<b>CAPE WINELANDS DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Worcester Hospital Paarl Hospital Brewelskloof Hospital – Worcester Ceres Hospital Montagu Hospital TC Newman CDC – Paarl Robertson Hospital Stellenbosch Hospital Wellington CDC Worcester CDC			
1.8	<b>OVERBERG DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Otto du Plessis Hospital – Bredasdorp Bredasdorp CHC Caledon Hospital Grabouw CHC Hermanus Hospital Hermanus CDC Swellendam Hospital Swellendam CDC			
1.9	<b>GARDEN ROUTE DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	George Hospital Alan Blyth Hospital – Ladismith Knysna Hospital Mossel Bay Hospital Oudtshoorn Hospital Riversdal Hospital			

	Uniondale Hospital Harry Comay Hospital – George			
1.10	<b>CENTRAL KAROO DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Nelspoort Hospital Beaufort West Hospital Laingsburg Hospital Murraysburg Hospital Prince Albert Hospital Beaufort West CHC			

<b>BURIAL SERVICE</b>				
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>BID PRICE IN RSA CURRENCY MUST BE INCLUSIVE OF VAT</b>		
2.	Rendering of a burial service for hospital patients classified as paupers and destitutes for the following hospitals/institutions as stated below: <b>NB:</b> Please refer to the specification for description of various classifications of services (B, C, and D).	Paupers and Destitutes under 9 yrs C3  <b>Price per case</b>	Paupers and Destitutes above 9 yrs B3  <b>Price per case</b>	Still borns D2  <b>Price per case</b>
2.1	<b>CAPE METROPOLE DISTRICT NORTHERN TYGERBERG SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Karl Bremer Hospital Stikland Hospital Vanguard CHC Delft CHC Kraaifontein CHC Elsies River CHC Bishop Lavis CDC Symphony Way CDC Ruyterwacht CDC Bellville CDC Bothasig CDC Durbanville CDC Goodwood CDC Parow CDC Ravensmead CDC Reed Street CDC Scottsdene CDC			

2.2	<b>CAPE METROPOLE DISTRICT KHAYELITSHA EASTERN SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Helderberg Hospital Rusthof/ Gustrouw CDC Strand CDC Nomzamo CDC Eerste River Hospital Kleinvlei CDC Macassar CHC Mfuleni CDC Khayelitsha CHC Michael Mapongwana CHC Khayelitsha Hospital Nolungile CDC			
2.3	<b>CAPE METROPOLE DISTRICT MITCHELLS PLAIN KLIPFONTEIN SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Mitchells Plain Hospital Mitchells Plain CHC Gugulethu CHC Hanover Park CHC Heideveld CDC Nyanga CDC Crossroads CDC Dr Abdurahman CDC Inzame Zabantu CDC Mitchells Plain Oral Health Lentegeur Hospital Western Cape Rehab Centre			
2.4	<b>CAPE METROPOLE DISTRICT - SOUTHERN WESTERN SUB-STRUCTURE. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Mowbray Maternity Hospital Victoria Hospital False Bay Hospital Retreat CHC DP Marais Hospital Lady Michaelis CDC Lotus River CDC Grassy Park CDC Hout Bay CDC Orthotics and Prosthetic Centre Valkenberg Hospital New Somerset Hospital Metro TB Hospital (Brooklyn Chest) Alexandra Hospital Du Noon CHC District Six CDC Maitland CDC Green Point CDC Kensington CDC Hope Street Oral Wesfleur Hospital			

2.5	<b>CAPE METROPOLE DISTRICT - CENTRAL HOSPITALS (THESE WILL BE AWARDED PER HOSPITAL, AND MUST BE COSTED SEPERATELY)</b>			
2.5.1	Tygerberg Hospital	R.....	R.....	R.....
2.5.2	Groote Schuur Hospital	R.....	R.....	R.....
2.5.3	Red Cross Hospital	R.....	R.....	R.....
2.6	<b>WEST COAST DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	LAPA Munnik Hospital – Porterville Citrusdal Hospital Vredenburg Hospital Vredendal Hospital Swartland Hospital – Malmesbury Clanwilliam Hospital Radie Kotze Hospital – Piketberg Sonstraal TB Hospital – Paarl ID Malmesbury Hospital Malmesbury CDC			
2.7	<b>CAPE WINELANDS DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Worcester Hospital Paarl Hospital Brewelskloof Hospital – Worcester Ceres Hospital Montagu Hospital TC Newman CDC – Paarl Robertson Hospital Stellenbosch Hospital Wellington CDC Worcester CDC			
2.8.	<b>OVERBERG DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Otto du Plessis Hospital – Bredasdorp Bredasdorp CHC Caledon Hospital Grabouw CHC Hermanus Hospital Hermanus CDC Swellendam Hospital Swellendam CDC			

2.9.	<b>GARDEN ROUTE DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	George Hospital Alan Blyth Hospital – Ladismith Knysna Hospital Mossel Bay Hospital Oudtshoorn Hospital Riversdal Hospital Uniondale Hospital Harry Comay Hospital – George			
2.10	<b>CENTRAL KAROO DISTRICT. CONSISTING OF THE FACILITIES LISTED BELOW</b>	R.....	R.....	R.....
	Nelspoort Hospital Beaufort West Hospital Laingsburg Hospital Murraysburg Hospital Prince Albert Hospital Beaufort West CHC			

## SECTION A: BIDDING PROCEDURE

### 1. INVITATION TO BID

1.1. The Western Cape Department of Health and Wellness (WCDHW), referred to as "the Department" hereafter, hereby invites bids for **WCGHSC 0246/2025** for the provision of cremation and burial services of paupers and destitute decedents within the Western Cape for a period of three (3) years in the six districts (Cape Metropolitan, Cape Winelands, West Coast, Overberg, Garden Route and Central Karoo).

### 2. IMPORTANT INFORMATION AND REQUIREMENTS TO BIDDERS

2.1. **MANDATORY:** Bidders are required to submit valid original or certified copies of the following compulsory documents which need to be fully completed, signed where applicable and returned in order to constitute a compliant offer. Failure to meet these compulsory requirements, whilst taking into consideration paragraph 2.2, WILL disqualify your offer.

#### 2.2 Please provide proof of an original valid or certified valid copy of the following mandatory documents:

2.2.1 The bidder must be a registered company specialising in the provision of undertaking and related services (Designation of Funeral Undertaker document in terms of section 22A (1) of the Births and Deaths Registration Act 1992 (Act 51 of 1992) issued by **Department of Home Affairs**). A certified copy dated within three months of closing date for Phase 1 or must be in the process of obtaining one (proof/ letter must be submitted with the offer). NOT a CK1 registration document.

2.2.2 Proof of the Competency Certificate per storage facility. A copy dated within three months of closing date for Phase 1.

2.2.3 Proof of the full-service history of the refrigeration equipment must be submitted with your offer. A copy dated within three months of closing date for Phase 1. Where new refrigeration equipment has been installed proof of purchase and or delivery date must be provided.

2.2.4 Proof/ copies of the undertaker staff professional drivers permit (PDP) name/s registered on pay roll that will form part of the service to the Department, dated within three months of closing date for Phase 1;

2.2.5 Proof/ copies of vehicles road worthy and license dated within six months of closing date for Phase 1.

2.2.6 Proof of Public Liability Insurance to the value of one (1) million rand (R1, 000 000.00) per adverse case per facility, document dated within twelve months of closing date of Phase 1;

2.3 Bidders must furnish all the information required for this bid document with the indicated amount of detail to ensure compliancy of the bid. Compulsory documents left blank without any indication of response by the Bidder to the requested information in the compulsory document will be deemed an omission of the requested information and will not be considered.

2.4 Bidders must ensure that their bids are completed and that they sign all relevant standard bidding documents (WCBD). Bidders should not use corrective fluid on any documents submitted. Alterations/corrections to inserted information may only be performed as follows:

2.4.1 Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction.

2.4.2 In the case of access to a digital copy of the bid document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.

2.4.3 Bids submitted by Joint Ventures of two or more companies, or a company together with a natural person or other entity, must be accompanied by the document of formation of the Joint Venture, dully signed authorised persons representing the parties, authenticated by a notary public or other official designated to witness sworn affidavits in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the companies forming the Joint Venture and any other information necessary to permit a full appraisal of its functioning. Bidders to also take note of the applicable section of WCBD1 – Part B – Section 2.

2.4.4 If a hard copy of the bid document is not received on or before the closing date and time, the bid will not be considered.

### 3. **PRICE INSTRUCTIONS**

- 3.1 The Department reserves the right to negotiate a flat rate with compliant Bidders for each or all Districts they have submitted an offer for the duration of this contract.
- 3.2 Bidder will be paid for the requested service, an amount in accordance with the accepted bid and or negotiated price inclusive of VAT.
- 3.3 Bidders must submit offers for all facilities in a District/ Sub-structure of the Pricing Schedule and will not be considered if they only provide pricing for certain facilities in a District/ Sub-structure.

### 4. **BID CONDITIONS**

#### 4.1 **General conditions of bid**

- 4.1.1 This bid and all contracts emanating therefrom will be subject to the Government Procurement General Conditions of Contract (GCC), July 2010, published by National Treasury, the Constitution Act, 108 of 1996, Public Finance Management Act 1 of 1999, and other relevant laws. The Special Conditions of Contract (SCC) are supplementary to that of the GCC. The SCC for this bid, the Bidders offer, the GCC and the Service Level Agreement (SLA) will form part of this contract. Where the SCC conflict with the GCC, the SCC will prevail.
- 4.2 All Bidders participating in the bid must comply with the bid conditions. They shall execute their duties and obligations as set out in these bid conditions, timeously and with integrity and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive or illegal practices.
- 4.3 Bidders may not submit a bid without having a firm intention, and the capacity, to proceed with the Contract.
- 4.4 The Department may accept or reject any bid offer and may cancel the bid process and reject all bids at any time before the formation of a contract, due to the following reasons inter alia:
  - 4.4.1 Changed circumstances and there is no longer a need for the services specified in the invitation;
  - 4.4.2 Funds are no longer available to cover the total envisaged expenditure;
  - 4.4.3 No acceptable tender is received; and
  - 4.4.4 There is a material irregularity in the bid process.
- 4.5 The Department shall not accept or incur any liability to a Bidder for such cancellation or rejection but will give written reasons for such action upon written request to do so.

### 5. **BID EVALUATION PROCESS**

- 5.1 The bid process will consist of three (3) Phases, as follows:

Phase 1 – Submission of completed bid documents for compliance to the bid and contract conditions and required mandatory documentation and request to tender (completed pricing schedule)

Phase 2 – Evaluation of submitted offers for compliance with the mandatory requirements and site inspections at compliant bidder's premises for compliance with capacity and capability requirements.

Phase 3 – Price and 80/20 B-BBEE Preference Point Scoring evaluation

#### 5.2 **PHASE 1 – SUBMISSION OF COMPLETED BID DOCUMENT FORMS AND PRICING SCHEDULE AND MANDATORY DOCUMENTS OF THE BID**

- 5.2.1 During this phase bids of Bidders must be completed and submitted and deposit in the box as per the address provided on or before the bid closing date and time.
- 5.2.2 The During this phase bids of Bidders are evaluated for compliance to the compulsory requirements of the bid (bid conditions) inclusive of all relevant bid documents being duly completed, signed and submitted as part of the bid and that all supporting documentation was provided in line with the conditions of the bid. Failure to comply with these requirements will result in disqualification of your offer.
- 5.2.3 Incorrect specifications and incorrect pricing (not including all cost to render a full service or pricing not VAT inclusive), will be deemed invalid and will not be considered. No terms and conditions of bidders will be accepted and will be deemed non-compliant.

5.3 **PHASE 2 – EVALUATION OF SUBMITTED OFFERS AND SITE INSPECTION AT COMPLIANT BIDDERS FOR COMPLIANCE, CAPACITY AND CAPABILITY**

5.3.1 Bidders who successfully submit bid documents with all mandatory documents and fully completed all applicable forms and pricing schedule WCDB 3.1, per institution, per case, will be visited to conduct a compliance, capacity and capability site inspection. Site inspection checklist see pages twenty-four (24) to twenty-six (26). Only offers that pass the compliance, capacity and capability site inspection will be subject to the provisions of the Preferential Procurement Policy 80/20.

5.3.2 Bidders must indicate which other currently pending bids issued by the Department it has applied for, and which bids (if any) have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding for the supply of other goods &/or services, the Department reserves the right to compare the respective bid documentation and information provided by the bidders.

5.3.3 This bid is subject to the General Conditions of Contract (GCC) and any other applicable Special Conditions of Contract. Such Special Conditions of the bid process.

5.3.4 The Department may at any given time request further information by means of formal written request signed by the Accounting Officer or Chief Financial Officer. The reason for the request will be to allow the service provider to clarify information relating to the offer received. No additional documentation will be accepted.

5.3.5 Where information is requested, the service provider will be informed in the letter the number of working days to respond.

5.4 WCGH reserves the right to:

5.4.1 verify any information supplied with the bid document(s);

5.4.2 not appoint any service provider;

5.4.3 appoint one or more Service Providers, depending on the outcome, to separately or jointly be responsible for the provision of the service to the Department, based on the evaluation process and final scoring of Potential Service Providers;

6. **PHASE 3 – PRICE AND B-BBEE PREFERENCE POINT SCORING EVALUATION**

6.1 The 80/20 Preferential Procurement Policy will be applied when evaluating this bid.

6.2 During this phase, the compliant bids will be further evaluated in terms of price and the B-BBEE preference points system.

6.3 The Bidders prices will be determined based on all associated cost applicable to render the full service per category for all the facilities in the sub-structure/ district. Prices to be firm for the entire contract period of three (3) years and must be for the rendering a full service including but not limited to collection/ removal, transport, storage, cremation and or burial, municipal grave cost, energy (electricity) cost, fuel cost and rental of buildings etc. (Refer to list of facilities in the WCBD 3.1 per sub-structure/ district.

6.4 Bids will be awarded according to the requirements in the relevant legislation, including those in the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA).

6.5 Pursuant to the PPPFA the bid will be awarded to the highest scoring bidder per sub-structure/ district. The pricing per category to be added up for the total price for the sub-structure/ district.

6.6 Preference points shall be awarded as follows:

- Price = Maximum 80 points
- B-BBEE Level of contribution = Maximum 20 points

6.7 The points scored by a Bidder in respect of her/his/its B-BBEE status level will be added to the points scored for price.

6.8 Only a Bidder who has duly completed and signed the preference claim form (WCBD6.1) will be considered for Preference Points.

7. **AWARD CRITERIA**

7.1 Bidders must note that the Department will award for rendering a full service including all cost i.e.  
- Removal of hospital patients classified as paupers and destitute decedents

- Transport of hospital patients classified as paupers and destitute decedents
- Storage of hospital patients classified as paupers and destitute decedents
- Burial or Cremation of hospital patients classified as paupers and destitute decedents

- 7.2 The Department reserves the right to award the contract on a basis i.e.
- of all Sub-structures/ Districts to one contractor;
  - only one Sub-structure/ District to a contractor
  - or more than one Sub-structure/ District to multiple contractors

The Districts is i.e Cape Metropole, Cape Winelands, West Coast, Overberg, Garden Route and Central Karoo Districts.

## 8. **UNACCEPTABLE OFFERS**

- 8.1 Offers will be deemed to be unacceptable by the Department when failing to comply with requirements at any stage of the bidding process.
- 8.2 Service Providers who do not pass a phase will not continue to the following phase/s.
- 8.2.1 WCGH reserves the right to:
- 8.2.1.1 To accept bids which it deems shall be in the best interest of the Department;
- 8.2.1.2 To disqualify a bidder or cancel any subsequently awarded agreement(s), should it be found that information disclosed was factually inaccurate and/or that misrepresentation of facts may have occurred;
- 8.2.1.3 To disqualify bidders who may attempt to bribe or influence any person employed by the Department of Health and Wellness during the entire course of the bid process.

## 9. **SERVICE LEVEL AGREEMENT**

- 9.1. It will be expected from the successful service provider(s) to sign a contract and a Service Level Agreement (SLA) with the WCG Health and Wellness.
- 9.2. The SLA will be a comprehensive and all-inclusive document that will be used to manage, monitor, evaluate and indicate any penalties of service standards.
- 9.3. The content of the offer(s) of the successful service provider(s) will form part of the SLA.
- 9.4. As the SLA may not be available on or before the successful service provider is required to commence the services, the terms and conditions as set out in the offer made by the service provider and accepted by the Department will constitute the terms and conditions governing the services until such time as the SLA has been executed.

## 10. **BREACH OF CONTRACT**

- 10.1 If the services are interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster or any other cause beyond the control of the Service Provider, WCGHW and the Service Provider shall mutually agree on methods to continue with the completion of this service.
- 10.2 Failure to compliance to the CSD requirements during the contract period.

## 11. **CRIMINAL CHECK & VERIFICATION**

- 11.1. No employee or representative of the successful service provider may have a criminal record. If it is found that employees of the service provider do have a criminal record but was not declared it can lead to termination of the contract.

## 12. **LIABILITY**

- 12.1 The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlc her employees when they provide any services to the Western Cape Government in terms of the bid an and scope of these duties and employment.

- 12.2 The contractor indemnifies and holds the Western Cape Government blameless against the damage to property and loss of property of the Western Cape Government and any third party that may be involved.
- 12.3 The successful bidder **must** obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a **condition of this bid** that the successful bidder **must** submit proof of its Public Liability Insurance with their bid offer. Any non-compliance with this condition will render the contract **award null and void**.

**12.4 The successful service provider must ensure that all personal must be appropriately vaccinated.** The Bidder shall ensure that all personal appointed to for this contract are, and remain, immunised against Hepatitis B, for the duration of the contract of which cost shall be for the Bidders account. Evidence of such immunisation must be provided to the Department within 5 days from commencement of the contract. First immunisation, at commencement of the Contract, the second within 30 days after the first immunisation and the third within 6 months of the first immunisation. The immunisation will be the responsibility of the Bidder. The Department will not administer or store any of the vaccine vials.

### 13. **3<sup>rd</sup> PARTY PARTICIPATION**

- 13.1 No 3<sup>rd</sup> Party participation will be allowed without the written approval of the Department of Health and Wellness.
- 13.2 The contractor shall make use only of his/ her own site-trained undertaker staffs in accordance with the specifications described in this bid.
- 13.3 No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately in writing inform the Department representative of the matter.

### 14. **SECTORAL DETERMINATION FOR WAGES OF EMPLOYEES**

- 14.1 It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Sectoral Determination for the Industry, as published in the applicable Government Gazette for the sector.

### 15. **CHANGES TO BIDDERS' OPERATIONAL STATUS**

- 15.1 As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly?
- 15.2 Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.

## **SECTION A**

### **1. DEFINITIONS**

#### **1.1 Contractor/Successful Bidder/Service Provider/Undertaker Service**

The organisation or individual providing contracted undertaker services.

#### **1.2 Department herein referred to as Local Institutional Co-ordinator**

The authority retaining a contractor, to carry out an undertaker service, in accordance with an agreed contract.

#### **1.3 Contract and Conditions**

##### **1.3.1 Contract**

The contract is a legal document that results from the acceptance of a bid and is inclusive of the bid documentation pertaining to the invitation, site instructions, the bid response and the General Conditions of the Contract.

##### **1.3.2 Conditions**

All conditions and procedures laid down and which may affect the legal aspects of the bid or the contract.

#### **1.4 Bid**

A written offer, in prescribed format, to provide an undertaker service to the User/ Client Department.

##### **1.4.1 Bidder**

The organisation or individual completing and submitting the bid/ offer.

#### **1.5 Site Instructions (generic and specific)**

An operational document detailing the specific duties to be performed and conditions to be met in terms and conditions of the contract.

#### **1.6 Check call**

Routine communication to verify the location and status of undertaker service undertaker staff on duty and to report any deviations from contract conditions.

#### **1.7 Undertaker staff**

A person employed by a contractor (Undertaker service Provider) to carry out undertaker service duties.

#### **1.8 Specification**

The document setting out proposed services to be supplied in terms of the contract.

#### **1.9 Status Quo**

The condition or state of affairs of the bidder and bidding organisation as at the date of bid.

#### **1.10 General Conditions of Contract**

The General Conditions of the Contract are attached to the bid document.

#### **1.11 May**

Indicates the existence of an option

#### **1.12 Shall/Must**

Indicates that a statement is mandatory.

#### **1.13 Should**

Indicates recommendations.

#### **1.14 Interpretations**

1.14.1 Words referring to the singular also include the plural and vice versa where the context so requires.

1.14.2 Any gender includes the other.

1.14.3 Reference to person(s) includes all entities (i.e. corporations, associations, partnerships, close corporations, government or local authorities, and other legal entities and natural persons).

**SECTION B**

- A. Every question must be answered by marking the applicable "Yes" or "No" block with an "x".  
Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, shall lead to immediate disqualification of the bid.
- B. All information provided in this Section shall or may be verified by The Department.
- C. Where documentary evidence is required such documentation so required must be the original or copies certified by a Commissioner of Oaths.
- D. Relevant documentation and copies of such documentation must be attached to the last page of this section.

**1. Registration in terms of the compensation for Occupational Injuries and Diseases Act 130 of 1993**

1.1 Is the bidder registered as an employer with the Commissioner? Provide documentary evidence of current valid registration.  Yes  No

**2. Financial Standing**

2.1 The bidder must be financially self-sufficient to pay all costs, uniforms, overheads, including salaries for the first two months of the contract, as well as for any on-site training period.

2.2 In consideration of the bidder providing the services in accordance with the terms and condition of this contract, the bidder shall invoice the Department in accordance with the service and prices as indicated in the Pricing Schedule.

2.3 The Department will verify the correctness of a tax invoice and notify the Service Provider of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. If the Department identifies any material discrepancies, the tax invoice will be referred back to the Service Provider, and the amount due will be payable within 30 (thirty) Calendar Days from receipt of a corrected tax invoice.

**3. Restraint of Trade**

3.1 Does the bidder or any official or an employee have a restraint of trade order against him or her?  Yes  No

3.2 If Yes, does he or she comply with the restriction.  Yes  No

**4. Physical Infrastructure**

4.1 Where is the bidder's administrative office which will be responsible to handle the request for the service?

**State physical address and telephone numbers and Email address.**

.....  
.....  
.....

4.2 Does the bidder have a contingency capacity in case of emergencies. **Provide contingency plan.**

.....

4.3 Does the bidder have a rapid deployment plan for deployment of standby staff in case of emergencies. **State details including guaranteed response time.**

.....

**5. Further Information Regarding the Administration Office:**

5.1 Is it a guaranteed 24-hours service?  Yes  No

- 5.2 Is it a dedicated Administration Office?  Yes  No
- 5.3 Land-line telephones in Administration Office.  Yes  No
- 5.4 Activated cellphones in Administration Office.  Yes  No
- 5.5 Administration Office always manned by well-trained staff who can handle emergency situations.  Yes  No
6. **Uniforms**
- 6.1 The bidder must have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?  Yes  No
7. **Identification Badges**
- 7.1 The bidder must have its own corporate photo-identification badge which is compulsory for employees to display clearly when on site.  Yes  No
8. **Undertaker Contract Experience**
- 8.1 Previous undertaker service contract experience.

Company/State Department/ Provincial Department	Period of contract in months	No. of undertaker staffs deployed per shift	Reason for termination

8.2 Current Undertaker contract experience

Company/ State Department/ Provincial Department	Period of Contract		No. of undertaker staffs deployed per shift	Contact person	Tel. no.
	From	To			

**SPECIFICATION FOR THE RENDERING OF A CREMATION AND BURIAL SERVICE OF PAUPER AND DESTITUTE DECEDENTS FOR WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.**

*\* DETAILS OF OFFER*

*Bidders must specify the details of their offers in this column. In respect of paragraphs where the Bidder strictly complies with the specification requirement, the words "as specified" must be inserted next to the paragraph. In cases where the Bidder does not strictly comply with the specification requirement, the nature of the deviation must be stipulated next to the applicable paragraph. Where the space is insufficient, the details may be annexed but must be properly referenced.*

<b>1.</b>	<b>SCOPE</b>	
	<p>Rendering of a cremation and burial service for hospital patients classified as paupers and destitutes for the hospitals/institutions as stated.</p> <p><b>NB:</b> Please refer to the specification for description of various classifications of services (B, C, and D).</p> <p><b>IMPORTANT NOTES:</b> The successful bidder must be a registered company specializing in the provision of undertaking and related services.</p>	
<b>2.</b>	<b>REQUIREMENTS</b>	
<b>2.1</b>	<b>Service Periods:</b>	
	24 hours per day 7 days per week. Contract will be in place for a 36-month period.	
<b>2.2</b>	<b>Infrastructure and equipment:</b>	
	<ul style="list-style-type: none"> <li>The successful bidder must have their own refrigeration storage facilities, own transport and staff to render the service within 2 hours in Metro and 3 hours in Rural districts, after notification by the Department of Health and Wellness facilities that the service is required (any deviation from these provisions must be done in consultation with the Provincial Health Officer and Supply Chain Sourcing).</li> <li>In Metro the minimum storage capacity must be 20 available spaces for this contract.</li> <li>A certified copy of full-service history of the refrigeration equipment must be supplied on inspection.</li> <li>The successful bidder shall maintain a register of the refrigeration unit and will be checked/ verify and a computerized burial register per facility in which they shall enter from the burial order</li> </ul>	
	<ul style="list-style-type: none"> <li>The successful bidder must be a registered company specialising in the provision of undertaking and related services. Provide proof.</li> </ul>	
	<ul style="list-style-type: none"> <li>The successful bidder must be in possession of a competency certificate per storage facility (any deviation from these provisions must be done in consultation with the Provincial Health Officer and Supply Chain Sourcing).</li> </ul>	
	<ul style="list-style-type: none"> <li>The successful bidder <b>MUST</b> only use motor vehicles which are designed for the removal of bodies and no trailers or other unsuitable vehicles may be used. The vehicle must be self-propelled. All vehicles must be clearly marked with the successful company's logo. Motor vehicle compliance will be checked/ verified on day of the compulsory site inspection. Motor vehicles must not be fitted with a carpet.</li> </ul>	

	<ul style="list-style-type: none"> <li>The successful bidder must have their own neat and presentable foldable mortuary removal stretcher/ trolley which must have 2 restraining straps fitted and covered with a plastic shroud and a dark colour blanket. Bidders must provide a sample of current trolleys used to transport deceased patients during the inspection of their premises.</li> </ul>	
	The successful bidder shall maintain a register and a computerized burial register per facility in which they shall enter from the burial order (Notification of death - DHA 1663), the prescribed particulars regarding bodies removed from Department of Health and Wellness facilities on a daily basis.	
<b>2.3</b>	<b>Minimum specifications:</b>	
	<b>The following minimum specifications for the required service are to be complied with:</b>	
	All bodies must be removed within a period of 2 hours (Metro) & 3 hours (Rural) from the time the request for removal is made by the Department of Health and Wellness facility. If not removed within the stipulated time after notification, penalties will be incurred (any deviation from these provisions must be done in consultation with the Provincial Health Officer and Supply Chain Sourcing).	
	The bodies must be removed by at least 2 employees of the successful bidder who must be neatly attired and have company identity badges.	
	On arrival at the Department of Health and Wellness facility, the 2 employees are to proceed to the Department, Ward, Clinic, ICU, etc and liaise with the official who requested the service.	
	The employees must be able to communicate in two of the official languages spoken in the Western Cape.	
	No bodies deemed as unnatural death shall be removed from the Department of Health and Wellness facility by the service provider.	
	Before the body is removed from the Department of Health and Wellness facility, all notice of death paperwork must be completed and the "body release form" signed.	
	Each body must be identified with a plastic identification strap which must be fixed to the left arm wrist as well as a tag on the big left toe. Both these identification tags must have the patient's identity endorsed thereon.	
	The body must then be transferred onto the successful bidder's own neat and presentable foldable mortuary removal stretcher/ trolley which must have 2 restraining straps fitted and covered with a plastic shroud and a dark colour blanket before taking it out of the institution. No Department of Health facility linen may be removed with the body by the successful bidder.	
	The bodies must be stored in their own refrigeration storage facilities (any deviation from these provisions must be done in consultation with the Provincial Health Officer and Supply Chain Sourcing). i.e. no bodies may be stored at other burial parlours. The successful bidder will be required to keep record of where the deceased is placed in the body fridge. These records must be open for inspection and verification by a Department of Health and Wellness official at any given time.	

	The successful bidder must ensure that the body fridge to be used for the storage of the bodies must be maintained at minus four degrees (-4) at all times. The successful bidder must ensure to have a back up generator in cases of loadshedding and power failure (any deviation from these provisions must be done in consultation with the Provincial Health Officer and Supply Chain Sourcing).	
	All documents relating to deceased patients must be collected within the stipulated time from first communication with the Department of Health and Wellness facility.	
	Should any family request a viewing of a deceased patient this service must be provided free of charge.	
	Families and next of kin are entitled to the original death certificates.	
	Two family members or close relations may request to be present at a pauper burial. However, they should be aware that this will be a burial and not a funeral service.	
	Families should be allowed to perform any religious ceremonies at their own cost. However, this must not impose on the burial process or be in contravention of any legislation.	
<b>2.4</b>	<b>Monitoring and performance</b>	
	The successful bidder's premises, storage fridge/s, vehicles, equipment and registers may be inspected at any time by the Department's Officials to ensure adequacy, cleanliness and good administration.	
	All bodies (patient details) must be recorded in a register of which a duplicate must be presented to Department of Health and Wellness Staff for records and payment purposes.	
<b>3.</b>	<b><u>PENALTY CLAUSE</u></b>	
	Bodies not removed within a period of 2 hours (Metro) & 3 hours (Rural) from the time of the request for removal is made 1% penalty per case per hour for late collection will be incurred. (From Hospitals/Institutions or any Storage Facility)	

## **CLASSIFICATION OF SERVICES**

### **B SERVICES**

#### **PAUPERS AND DESTITUTES ABOVE 9 YEARS OF AGE**

- B1** Rendering of the complete burial service (Certificate of compliance or proof to be included in the bid document) and including the following:
- (a) Removal of corpse to the undertaker within the GSA. Preparation and storage of corpse in the mortuary (refrigeration room) until the day of the burial/ cremation.
  - (b) Painting of the name, date of birth and date of death neatly on the name plate and the affixing thereof to a standard pauper and destitute coffin.
  - (c) Arrange for the burial/cremation at the relevant cemetery/crematorium (as applicable), the payment of the relevant fees and notification to the hospital/institution concerned of the date, time and place of the burial/cremation.
  - (d) No minister/pastor fees will be applicable; instead, the service will incorporate a silent burial/cremation.
  - (e) Placing of the corpse in the coffin and the transportation thereof from the undertaker to the cemetery/crematorium.
- B3** Rendering of a complete cremation and burial service as well as all applicable services described in paragraph B1 (a) to (e).

### **C SERVICES**

#### **PAUPERS AND DESTITUTES UNDER 9 YEARS OF AGE**

- C1** Rendering of the complete burial service (Certificate of compliance or proof to be included in the bid document) including the following:
- (a) Removal of corpse to the undertaker within the GSA. Preparation and storage of corpse in the mortuary (refrigeration room) until the day of the burial/cremation.
  - (a) Painting of the name, age and date of death neatly on the name plate and the affixing thereof to a standard pauper and destitute coffin.
  - (b) Arrange for the burial/cremation at the relevant cemetery/crematorium (as applicable), the payment of the relevant fees and notification to the hospital/institution concerned of the date, time and place of the burial/cremation.
  - (d) No minister/pastor fees will be applicable; instead, the service will incorporate a silent burial/cremation.
  - (e) Placing of the corpse in the coffin and the transportation thereof from the undertaker to the cemetery/crematorium.
- C3** Rendering of a complete cremation service as well as all applicable services described in paragraph C1 (a) to (e).

### **D SERVICES**

#### **STILLBORN BABIES**

- D1** Rendering of a burial including the removal of the corpse to the undertaker within the GSA, preparation and placing of corpse in the coffin and the transportation thereof to the cemetery for burial.
- D2** Rendering of a cremation service including the removal of the corpse to the undertaker within the GSA preparation and placing of the corpse in the coffin and the transportation thereof to the crematorium.

## GENERAL:

1. Vehicles specifically designed for the transport of bodies is required. NB: No trailers.
2. The loading space of a vehicle in which a corpse/ human remains have been transported shall be regularly cleansed and disinfected.
3. Maximum time for removal of bodies shall be no more than 2 hours (Metro) & 3 hours (Rural) after notification that the service is required.
4. Bidder will supply his / her own personnel and equipment (trolley, gloves, bodybags, etc.) for removal of bodies. Body bags to be clean and leak proof and must be inspected and approved by the Department as suitable for purposes of this contract prior to awarding of contract.
5. All corpses must be handled with dignity and shall be appropriately covered and/ or shrouded prior to conveyance to a mortuary facility, undertaker, cemetery or crematorium.
6. Adequate valid business licence to be provided with bid documents.
7. A cremation/burial certificate to be issued to the hospital/ institution on completion of the cremation/ burial.
8. All ashes must be stored on behalf of the Department of Health and Wellnees facilities for a period of no less than 6 months and must be marked with the details of the corpse.
9. Business premises / Facilities must be open for inspection by Department of Health and Wellness staff and/or local health inspectors at all times.
10. Prices to be firm for the entire contract period of three (3) years and must be to rendering a full service including but not limited to collection/ removal, storage, cremation and or burial, municipal grave cost, energy (electricity) cost, fuel cost and rental of buildings etc.
11. No cremation /burial shall be allowed to take place unless:
  - 11.1 Certificate in form B has been completed and signed by a registered medical practitioner who has last attended the deceased during his/her illness and who can certify definitely as to the cause of death.
  - 11.2 The confirmatory medical certificate in form C if not completed and signed by the Medical Referee must be completed and signed by a registered medical practitioner and the bidder must include the cost of having form C completed and signed in the bid prices.
  - 11.3 Any evidence of certificate fraud or other unlawful actions may constitute grounds for immediate suspension of the contract pending investigation by the Western Cape Government Forensic Audit Unit.
12. Only funeral undertakers who are in possession of a valid certificate of competence issued by the Local Authority Health Department in terms No. R. 363, 22 May 2013, REGULATIONS RELATING TO THE MANAGEMENT OF HUMAN REMAINS or those approved by the Provincial Health Officer, will be considered. **(Please attach proof of valid certificate)** Bidders to contact the local municipality for details.
13. The bidder must ensure that any health hazardous waste is managed in accordance with the relevant environmental health regulations and the requirements of the relevant municipality.
14. The Provincial Health Officer has the statutory authority to direct any unclaimed human remains to any institutions authorised so by the relevant health legislation.

The Senior Technical Officer of the nearest Department of Anatomy retains first option to inspect such bodies before they are removed for purposes of burial or cremation. Any action whatsoever on the part of the contractor which obstructs such access to unclaimed/ pauper and destitute remains for teaching purposes, will be regarded as a breach of this agreement/ contract.

15. It must be clearly understood that the bid prices must include the cost of all arrangements necessary for the rendering of the services in its entirety.
16. Bidders must be aware that any breach of confidentiality of the contents of the **DHA 1663** Death Certificate will be regarded by the Department of Health and Wellness as a criminal offence and will be reported as such to the SAPS for investigation. See attached Circular H25/2005 dated 22 February 2005 issued by the Department of Health and Wellness regarding this matter/issue. Original registration of death certificate must be returned to the facility within fifteen (15) days.

The contractor will be legally liable for any losses, damages or legal costs arising from misplacement, or incorrect identification or disposal of human remains for which he/she is responsible, or over which he/she exercises control in terms of this contract.

17. It must be clearly understood that the bid prices must include the cost of all arrangements necessary for the rendering of the services in its entirety. NO other terms and conditions of any bidder will be considered and will be deemed as non-compliant.

**SITE INSPECTION CHECKLIST FOR MORTUARY FACILITIES OPERATING IN THE WESTERN CAPE PROVINCE:**

DATE	
TIME	
FACILITY NAME	
REPRESENTATIVE OF FACILITY PRESENT DURING INSPECTION	
FACILITY ADDRESS	
CONTACT DETAILS	
INSPECTING OFFICER	

FOR COMPLETION BY FACILITY REPRESENTATIVE

The inspection officer has explained the findings of the inspection report and I am fully aware of the possible repercussions in the event that my organisation does not comply.

SIGNATURE OF REPRESENTATIVE:

.....

SIGNATURE OF INSPECTING OFFICER: .....

NUMBER	STANDARD	RATIONALE	COMPLIANT	NON COMPLIANT	COMMENTS
1	Business registration and compliance certificate	Compliance with health act and regulations			
2	Refrigeration facilities not exceeding four degrees Celsius, or freezers with temperature not higher than 10 degrees Celsius	Compliance with health act. Decreased rate of decomposition			
3	Refrigerators should be free of rodents, insects and flies	Compliance with health act. Protect the integrity of human tissue			
4	Areas where bodies are prepared are clean	Compliance with regulations regarding mortuaries. Maintain general hygiene principals			
5	Storage and body preparation areas are out of sight of general public	Compliance with regulations regarding mortuaries.			

6	Bodies are placed in a leak proof shroud	Compliance with regulations regarding mortuaries and environmental regulations.			
7	No other business is conducted on premises of registered undertaker	Compliance with regulations regarding mortuaries			
8	All bodies are identified with tags	To ensure adequate tracing of human tissue			
9	Registers are present with details of deceased	To ensure adequate tracing of human tissue			
10	Access control to premises	Safety of deceased patients			
11	Designated facilities for loading and unloading of deceased patients	Ensure privacy and protect the general public from being exposed to dead bodies			
12	Deceased patients are treated and handled in a respectable manner	Prevent abuse of human tissue			
13	Premises are neat and tidy	Environmental and health and safety precautions			
14	Premises has a backup source of electricity	In case of a power failure			
15	Vehicle Compliance	MUST only use motor vehicles which are designed for the removal of bodies and no trailers or other unsuitable vehicles may be used. The vehicle must be self-propelled. All vehicles must be clearly marked with the successful company's logo. Motor vehicles must not be fitted with a carpet.			

GENERAL COMMENTS:

.....



## PROVINCIAL GOVERNMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

### 3. Definitions

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

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

**“business interest”** means -

(a) a right or entitlement to share in profits, revenue or assets of an entity;

(b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit, or

(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

**“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;

**“Corruption”**- General offences of corruption are defined in the Combating of Corrupt Activities

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

**“entity”** means any

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

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

**“Family member”** means a person's

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

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

**“Institution”** means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

**“Provincial Government Western Cape (PGWC)”** means

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

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

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

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
    - (i) resigned as an employee of the government institution or;
    - (ii) cease conducting business with an organ of state or;
    - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

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

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**TABLE B**

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

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

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

<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	<b>NO</b>	<b>YES</b>
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## C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
<b>C3.</b>	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				<b>NO</b>	<b>YES</b>
<b>C4.</b>	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)?				<b>NO</b>	<b>YES</b>
<i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
<b>C5.</b>	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			<b>NO</b>	<b>YES</b>	<b>N/A</b>
<b>C6.</b>	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				<b>NO</b>	<b>YES</b>
<b>C7.</b>	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				<b>NO</b>	<b>YES</b>

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

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

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

- i. that the information disclosed above is true and accurate.
- ii. that I understand the content of the document.
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

.....

**DULY AUTHORISED REPRESENTATIVE’S SIGNATURE**

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

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

.....

SIGNATURE FULL NAMES Commissioner of Oaths

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

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

Business Address: .....

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

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

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

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**1. DEFINITIONS**

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

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

**2. GENERAL CONDITIONS**

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

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

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

**3. ADJUDICATION USING A POINT SYSTEM**

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

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

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

**4.1 POINTS AWARDED FOR PRICE**

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

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

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

### 5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

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

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

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

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

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

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

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

## 7. BID DECLARATION

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

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

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

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

**9. SUB-CONTRACTING**

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

9.1.1 If yes, indicate:

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

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

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

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

10.2 VAT registration number: .....

10.3 Company Registration number: .....

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

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

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

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

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....

2. ....

**SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE**

1. I, the undersigned

<b>Full name and surname</b>	
<b>Identity number</b>	

2. Hereby declare under oath as follows:

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

<b>Enterprise name</b>	
<b>Trading name</b>	
<b>Registration number</b>	
<b>Enterprise address</b>	

3. I hereby declare under oath that:

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

<b>100% Black owned</b>	<b>Level One</b> (135% B-BBEE procurement recognition)	
<b>More than 51% Black owned</b>	<b>Level Two</b> (125% B-BBEE procurement recognition)	
(a) At least <b>25%</b> of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	(b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
(c) At least <b>25%</b> transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
(e) At least 85% 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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## 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.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

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

## **4. Standards**

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

**5. Use of contract documents 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 Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

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

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete

the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

<b>28. Limitation of liability</b>	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.  32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation (NIP) Programme</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	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.