



**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT (WCG):  
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING**

<b>BID NUMBER: DEA&amp;DP 2/2024</b>	<b>CLOSING DATE: 31 January 2025</b>	<b>CLOSING TIME: 11h00</b>
--------------------------------------	--------------------------------------	----------------------------

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE LABORATORY SERVICES TO THE DEPARTMENT OF  
ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE TOWN, WESTERN CAPE**

**The successful bidder will be required to complete and sign a written contract form (WCBD 7.1).**

BID DOCUMENTS  
MUST BE POSTED  
TO:

**The Head: Supply Chain Management  
Department of Environmental Affairs and Development Planning  
Private Bag X9086  
Cape Town  
8000**

Bidders need to ensure that their proposals are posted well in advance to reach the Department before the specified bid closure date and time since late bid documentation will not be considered.

OR

DEPOSITED IN THE  
BID BOX SITUATED  
IN:

**Ground Floor Front Entrance  
Utilitas Building  
1 & 3 Dorp Street  
Cape Town**

The bid box will be accessible every day for 24 hours until the specified bid closure date & time, late bid documentation will not be considered.

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 bid box, please call the responsible official, Siyabulela Ncipha at (021) 483 2884, or email [DEADP.SCMHelpdesk@westerncape.gov.za](mailto:DEADP.SCMHelpdesk@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 the closing date**. The envelope shall not contain documents related to any bid other than indicated on the envelope.

Contractor to initial.....

Page 1 of 61

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.

	Central Supplier Database
Self-registration	<a href="http://www.csd.gov.za">www.csd.gov.za</a> (self-registration only)

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 WCBD 4 and include it in the Bid document**.
8. All other mandatory information held on CSD will be accepted by the Western Department of Environmental Affairs and Development Planning for the consideration of formal bids.
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. Please refer to all technical/specification enquiries to Lorna Dlakana by email: [DEADP.SCMHelpdesk@westerncape.gov.za](mailto:DEADP.SCMHelpdesk@westerncape.gov.za)

DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT  
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING  
DONNA SWARTZ  
DATE

Contractor to initial.....  
Page 2 of 61

## Table of Contents

<b>PART A .....</b>	<b>4</b>
INVITATION TO BID.....	4
<b>PART B .....</b>	<b>6</b>
TERMS AND CONDITIONS FOR BIDDING .....	6
1.    BID CONDITIONS.....	7
2.    INSTRUCTIONS FOR COMPLETING BID DOCUMENTS .....	10
3.    TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE LABORATORY SERVICES TO THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE TOWN, WESTERN CAPE	
4.    EVALUATION OF BIDS .....	23
5.    CONTRACT MONITORING.....	25
<b>WCBD 3.1 .....</b>	<b>26</b>
PRICING SCHEDULE – FIRM PRICES .....	26
<b>WCBD 3.2 .....</b>	<b>28</b>
PRICE ADJUSTMENTS .....	28
<b>WCBD 3.3 .....</b>	<b>30</b>
PRICING SCHEDULE.....	30
<b>WCBD 4.....</b>	<b>32</b>
PROVINCIAL GOVERNMENT WESTERN CAPE: DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION.....	32
<b>WCBD 6.1 .....</b>	<b>40</b>
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS .....	40
<b>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT .....</b>	<b>49</b>

---

Contractor to initial.....

Page 3 of 61

## 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 THE REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING</b>						
BID NUMBER:	DEA&DP 2/2024	CLOSING DATE:	31 January 2025	CLOSING TIME:	11H00am	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE LABORATORY SERVICES TO THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE TOWN, WESTERN CAPE					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT DEA&amp;DP MAIN ENTRANCE</b>						
<b>ENTRANCE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING</b>						
<b>1 &amp; 3 DORP STREET</b>						
<b>CAPE TOWN</b>						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Siyabulela Nciphha		CONTACT PERSON	Lorna Dlakana		
<b>NOTE: ALL ENQUIRIES MUST BE MADE VIA EMAIL AND WILL BE RESPONDED TO VIA EMAIL.</b>						
E-MAIL ADDRESS	<a href="mailto:DEADP.SCMHelpdesk@westerncape.gov.za">DEADP.SCMHelpdesk@westerncape.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:DEADP.SCMHelpdesk@westerncape.gov.za">DEADP.SCMHelpdesk@westerncape.gov.za</a>		
<b>SUPPLIER INFORMATION</b>						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELL PHONE NUMBER						
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE	WCSEB No.		TCS Pin	AND	CSD No:	MAAA

Contractor to initial.....

STATUS						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES&amp; QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED WCBD 6.1 FORM IN ORDER TO CLAIM 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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer <b>All</b> Questions Below]
---	--	---	---

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |   |  |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | <input type="checkbox"/> YES <input type="checkbox"/> NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

Contractor to initial.....

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD 7.1).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF THE STATE TO VIEW THE TAXPAYERS PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA)
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AS MENTIONED IN 2.3 ABOVE AND CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE, BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSED CORPORATIONS WITH MEMBERS/PERSONS IN THE SERVICE OF THE STATE.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**

SIGNATURE OF BIDDER:

.....

NAME AND SURNAME OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

.....

DATE:

.....

Contractor to initial.....

Page 6 of 61

## 1. BID CONDITIONS

- 1.1** All the documentation stipulated below must be returned with the bid document. Bidders must note that some of the documents require completion by the bidder and that the Department of Environmental Affairs and Development Planning will ONLY accept duly completed bid document.
- 1.2** This document is official and may not be re-typed on forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, required certificates or qualifications, questionnaires, and specification forms in all respects will invalidate your bid.
- 1.3** Standard Bid Forms and Related Documents - Checklist:
- 1.3.1 WCBD 1: INVITATION TO BID (PART A & B);
  - 1.3.2 WCBD 3.1: PRICING SCHEDULE – FIRM PRICES;
  - 1.3.3 WCBD 3.2: PRICE ADJUSTMENTS
  - 1.3.4 WCBD 4: PROVINCIAL GOVERNMENT WESTERN CAPE DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION
  - 1.3.5 WCBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS
  - 1.3.6 General Conditions of Contract
- 1.4** Closing time of bids and provisions relating to submission of bids - Reminder
- 1.4.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the first page / cover page of this invitation to bid document.
  - 1.4.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
  - 1.4.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.
- 1.5** Pricing
- 1.5.1 Pricing must be stipulated inclusive of VAT (where the bidder is VAT registered).
  - 1.5.2 Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this Tender.
  - 1.5.3 The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.
  - 1.5.4 The Pricing Schedule (WCBD 3.1) must be completed in all respects.

---

Contractor to initial.....

## 1.6 Validity

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 90 (ninety) calendar days from the closing date and time of the bid.

## 1.7 Enquiries:

Enquiries relating to this bid must be directed to the person/s whose details appear on the cover page of this bid invitation.

## 1.8 Right of discretion to accept a bid

The Department does not bind itself to accept either the lowest or any bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the Department of certain bid requirements which the Department considers to be of minor importance and not complied with by a bidder.

## 1.9 Date of Commencement of Service

The bidder will be required to start service as from the date mutually agreed upon by the Department.

## 1.10 Evaluation Methodology:

1.10.1 The bid will be evaluated in terms of the Bid Conditions, specification requirements of the bid and Preferential Procurement Points System.

1.10.2 A bid may be regarded as non-responsive if it fails to meet Bid compliance, Specification requirements and failing to provide any requested documentation.

1.10.3 Only the qualifying bids are evaluated further in terms of the 80/20 preference points system, where the 80 points is for price and the 20 points for Black Economic Empowerment points (BEE) status.

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

1.11 The bid will be awarded to the bidder scoring the highest points based on the price and B-BBEE points allocated.

1.12 Bidders will be required to submit an accredited B-BBEE certificate or sworn affidavit as evidence

Contractor to initial.....



and in order to claim the points in respect of 20 points (80/20) and 10 points (90/10). Should a bidder fail to submit an accredited B-BBEE certificate or sworn affidavit, the bidder may only score points for price in terms of the 80/90 points. No points will be allocated for preference.

**1.13** This bid is subject to the General Conditions of Contract (GCC) and, applicable Special Conditions of Contract. **The 80:20 Points System is applicable to this bid.**

## 2. INSTRUCTIONS FOR COMPLETING BID DOCUMENTS

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	Comply	
	Yes/No	Comments
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. The numbering system used in this bid SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
4. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
5. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
6. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
7. A response of "Noted" SHALL be interpreted as "Comply". In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.		
8. Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process.		
9. Bidders are permitted to submit video/cd/samples/product literature/catalogues to support their statements of competence and are to confirm that such are true and accurate reflections of the service/s which the bidder intends to provide.		
10. All additional supporting documentation that is submitted as part of this tender MUST be given a document number that is marked on each page of the document.		

Contractor to initial.....

Page 10 of 61



## DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

**THIS DOCUMENT SETS OUT THE TERMS OF REFERENCE: APPOINTMENT OF A  
SERVICE PROVIDER TO PROVIDE LABORATORY SERVICES TO THE DEPARTMENT  
OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE TOWN,  
WESTERN CAPE**

**BID NUMBER: DEA&DP 2/2024**

NAME OF BIDDING COMPANY.....

NAME OF SERVICE OFFERED.....

NAME OF BIDDER / CONTACT PERSON.....

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

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

ALL SECTIONS OF THIS BID DOCUMENT MUST BE COMPLETED IN FULL, WHERE RELEVANT. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDERED.

Contractor to initial.....

Page 11 of 61

### **3. TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE LABORATORY SERVICES TO THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING, CAPE TOWN, WESTERN CAPE**

Appointment of a service provider to provide laboratory services to the Department of Environmental Affairs and Development Planning (DEA&DP).

## **1. INTRODUCTION**

- 1.1 Due to the Western Cape Government (WCG) and DEA&DP not having access to in-house water analytical laboratory services, it has been advertising for and contracting the laboratory services out since the start of the DEA&DP water quality monitoring program in 2013. The execution of the Water Quality Monitoring Program requires specialised services. It has been established that South African National Accreditation System (SANAS) accredited analytical laboratory services are not available within the Department or the WCG that can deliver the required suite of analysis for this monitoring program and as a result will require the appointment of a proficient service provider.

## **2. BACKGROUND AND CONTEXT**

- 2.1 The DEAD&DP is fulfilling its strategic mandate in terms of, amongst many, the Berg River Improvement Plan and Breede River Environmental Resource Protection Plan, by monitoring chemical parameters and concentrations of selected heavy metals, as well as *E. coli* at 21 sites along the Berg River and estuary and 17 sites along the Breede River and estuary.

One of the three identified Strategic Focus Areas of the Western Cape Sustainable Water Protection Plan (2024 – 2029) is Environmental Water Quality and Pollution. This consists of five strategic objectives, including increased support for routine monitoring of priority rivers

and estuaries for improved integrated pollution management, aligning with the Premier's strategic priority for the next five years to "secure water for our growing Province" as water availability is dependent on its fitness for use. Supporting the Premier's strategic priority, Minister Bredell's strategic priority of future proofing the Province through Disaster and Climate Change Resilience includes improved water quantity and quality. As a result, implementation of strategic water quality monitoring programmes remains a priority target within the Department's 5-year strategic plan and Annual Performance Plan.

- 2.2 Furthermore, the monitoring of selected sites in prioritised estuaries forms part of the implementation strategy in terms of Priority Area 5 of the Western Cape Coastal Management Program (PCMP) (2022 – 2027) and fulfils the Coastal Management Objective:

---

Contractor to initial.....

Page **12** of **61**

Implement pollution control and waste management measures in order to prevent, minimize and strictly control harmful discharges into coastal ecosystems.

- 2.3 A laboratory services contract is essential in supporting the Department's pollution management mandate, as one cannot manage what one does not know. Water quality data is further used as credible water quality data that is required to strengthen pollution cases for escalation to Environmental Law Enforcement.
- 2.4 The DEA&DP monitoring program will continue to manage sampling, data collection and analysis of identified sites across catchments, while supporting decision-making in terms of pollution risks, as well as enforcement and regulatory monitoring requirements as and when required.
- 2.5 The DEA&DP requires a SANAS accredited laboratory for the sample analyses, which is located in the Western Cape area, ensuring the laboratory is accessible for officials to submit samples directly after a monitoring run has been completed, which is crucial for samples containing live biota and analysis of microbiological constituents, such as *E. coli*. Some of the laboratories available in the Western Cape are registered as Service Providers on the Western Cape Evidence Bank as well as the Central Supplier Database. A limited number of these service providers have been submitting quotations on advertisements throughout the years and very few have been submitting quotations consistently. This provides the Department with a clear indication of which service providers can offer the services that are required for this DEA&DP monitoring program.

### **3. SCOPE OF WORK AND PROJECT DELIVERABLES**

The service provider will undertake analysis of water samples collected by the DEA&DP on a routine as well as pollution control basis, as set out hereunder.

#### **3.1 Scope of Work**

- 3.1.1 The Service Provider shall analyse 28 routine water samples per month and 24 water samples quarterly, for a period of 2 years (with an option to extend for an additional 1 (one) year dependent on needs, available budget and service provider performance) for the complete suite of analyses as detailed in this Terms of Reference.
- 3.1.2 The Service Provider shall analyse pollution control and/or prosecution samples, as and when required, within the budget.
- 3.1.3 The Service Provider shall ensure that all analyses are completed at a SANAS accredited laboratory (certification must be provided).
- 3.1.4 The successful Service Provider will be appointed for 24 months (with an option to extend for an additional 1 (one) year dependent on needs, available budget and service provider performance).

---

Contractor to initial.....

## 3.2 Project Deliverables

- 3.2.1 All analyses results are to be verified and submitted within three (3) weeks of submission of samples.
- 3.2.2 The format of the results shall be both in hardcopy (Certificates of Analysis) and electronic format (Excel spreadsheet) or any other electronic format agreed to in writing.
- 3.2.3 The Certificates of Analysis must be emailed to the contactable official(s) together with the invoice on a monthly basis.
- 3.2.4 At the end of the Contract, all the results must be submitted to the DEA&DP in a mutually agreed upon electronic format. All analytics, results and data remain the property of the WCG.

## 4. APPROACH AND PROJECT MANAGEMENT

The Department will provide one official, Natasha Davis-Wolmarans, in the capacity of the Responsibility Manager (RM). The project manager, Lorna Dlakana, will also oversee the project and liaise with service providers during the advertisement process and contract period.

## 5. TIMEFRAMES, SERVICE REQUIREMENTS AND REPORTING

- 5.1 The project deliverables must be completed by the end of March 2027, with the exception of one additional year, if deemed necessary and agreed upon.
- 5.2 Should the full extent of analyses over the contract period not be required, the Department will only be liable for the payment of services rendered. The Department will not be obligated to utilise the full contract value should it not be required.
- 5.3 A Service Agreement will be entered into between the successful service provider and the Department to manage the quality, timeframes and budget of the service.
- 5.4 In terms of the contract, the service provider will be required to:
  - 5.4.1 Ensure availability of all chemical and microbial water sample bottles for DEA&DP officials.
  - 5.4.2 Ensure that there is someone available for accepting the samples, ensure correct preservation and sample preparation methods are followed.
  - 5.4.3 Record all samples taken to the laboratory and provide certificate of acceptance.
  - 5.4.4 Analyse 28 routine water samples per month and 24 water samples quarterly, for a period of 2 years (with an option to extend for an additional 1 (one) year dependent on needs, available budget and service provider performance) for the complete suite of analyses as detailed in the Terms of Reference.
  - 5.4.5 Analyse pollution control and/or prosecution samples, as and when required, within the budget.

---

Contractor to initial.....

Page 14 of 61

- 5.4.6 Shall ensure that all analyses are completed at a SANAS accredited laboratory (certification must be provided).
- 5.4.7 E-copies of the laboratory reports (CoA's) and associated Quality Control (QC) data must be sent to:  
[Lorna.Dlakana@westerncape.gov.za](mailto:Lorna.Dlakana@westerncape.gov.za) and Arabel.McClelland@westerncape.gov.za  
 or any other official identified in writing during the contract period.

## 6. QUALIFICATION CRITERIA

A service provider **MUST** comply with all seven of the below requirements. If not, the bid will not be further evaluated.

CRITERIA	Complies-Circle applicable (yes/no)	
	Yes	No
The main laboratory where samples will be dropped off must be located within the City of Cape Town, Stellenbosch or Drakenstein Municipal areas. If not, the bid is non-compliant and will not be further evaluated.		
<i>E. coli</i> analysis will be done <u>according to the</u> Chromogenic Agar method <u>up to total count</u> - the bid submission must confirm this. If not, the bid will be deemed non-compliant and not further evaluated.		
Nutrient analysis <u>will comply with the required</u> Minimum Detection Limits as indicated in Annexure 1. If not, the bid will be deemed non-compliant and not further evaluated.		
The service provider (laboratory) must have valid SANAS accreditation in terms of ISO 17025 (certification provided). If not, the bid will be deemed non-compliant and not further evaluated.		
The person managing the project has - as a minimum requirement - at least a National Diploma in the Natural, Environmental or Chemical Sciences, with at least 5 years of laboratory management experience in a SANAS accredited lab - Resume/CV <u>and</u> copy of qualification(s) must be provided.		
The laboratory supervisor for chemical analysis has - as a minimum requirement - at least a National Diploma in chemistry - Resume/CV <u>and</u> copy of qualification(s) must be provided.		
The laboratory supervisor for microbiological analysis has - as a minimum requirement - at least a National Diploma in microbiology as a minimum requirement - Resume/CV <u>and</u> copy of qualification(s) must be provided.		

## 7. COMPULSORY QUALITY CONTROL REQUIREMENTS

- 7.1 The main laboratory must be accredited by SANAS and an accreditation status must be maintained for the duration of the contract - newly issued certificates/certification must be

Contractor to initial.....

submitted promptly to the designated DEA&DP official, after the annual audit.

The Department acknowledges the fact that it is difficult and expensive for a laboratory to acquire comprehensive SANAS accreditation for each and every test, therefore if a required test is not SANAS accredited, then agreement with the Department must be confirmed in writing regarding the analytical procedure and results.

- 7.2 Full records of raw analytical data, including values obtained for calibration standards, check standards and blanks should be kept for all samples analysed for at least three months from the date of submission of the written analytical report. Prosecution and pollution control sample records may be required to be kept for a longer period of time.
- 7.3 The Service Provider must ensure that instruments are calibrated regularly with freshly prepared standards, as recommended in the documented analytical method used.
- 7.4 The laboratory facilities must be available for inspection by the DEA&DP if and when required.
- 7.5 The laboratory must attach a copy of their current certificate for SANAS accreditation and schedule of accreditation to their bid submission.
- 7.6 Detection Limits and/or Methods: Typical achievable detection limits (DL) must be provided. Use Annexure 1 to complete the detection limits or supply your own sheet with the relevant information. These must be acceptable to the DEA&DP in order to be comparable to the current database.

CRITERIA	Complies-Circle applicable (yes/no)	
Does the service provider comply with conditions 8.1 to 8.7?	Yes	No
Does the service provider have, or can it outsource, capacity to analyse <b>all</b> the parameters below? pH electrical conductivity (EC) alkalinity turbidity ammonia as N nitrate and nitrite as N orthophosphate as P total nitrogen as N total phosphate as P chemical oxygen demand dissolved organic carbon total organic carbon <i>E. coli</i>	Yes	No

## 8. POLLUTION CONTROL AND PROSECUTION SAMPLE REQUIREMENTS

- 8.1 The number of pollution control or prosecution samples required and parameters to be analysed will be managed within the contract total.

Contractor to initial.....



The constituents required for pollution control or prosecution analysis could be the same constituents as for the routine samples, or may be a constituent(s) from one or more of the following groups, amongst others, depending on the specific investigation or pollution matter:

8.1.1 Soil samples and determination of soil properties

8.2 The analysis required for any pollution control or prosecution sample may or may not be for all the constituents in a group. The analysis could be for a single parameter, a combination of parameters, or for all the parameters in a group or groups. Please note that the list of parameters is not exhaustive, and any other parameter not listed therein may be required on an as needed basis. Should this be the case, a formal quote will be requested for the specific parameter prior to sampling and submission for analysis, if agreed. As per point 9.1 above, this will be managed within the contract total.

8.3 All analysis for prosecution purposes must be SANAS accredited tests. The Service Provider must allow for outsourcing of analysis if a certain parameter(s) is not included in the laboratory's schedule of accreditation. This must be fulfilled within the project budget.

8.4 Prosecution samples must be analysed in triplicate by a qualified analyst, who must be prepared to appear in court if necessary. Analysis in triplicate is defined as analyzing three separate aliquots of the same sample. The repeatability difference between any two of the three analyses should not be significant at the 95% confidence limit.

8.5 The service provider must be prepared to receive and analyse emergency/prosecution samples after office hours and submit results within the shortest possible turnaround times.

8.6 The pollution control/prosecution sampling program will be managed over the contract period to ensure it remains within the project budget.

CRITERIA	Complies (yes/no)
Does the service provider comply with conditions 8.1 to 8.6?	

Contractor to initial.....

## 9. GENERAL REQUIREMENTS

CRITERIA	Complies-Circle applicable (yes/no)	
The service provider will be responsible for providing all the applicable containers for routine and pollution control/prosecution samples.	Yes	No
The service provider must be able to provide a one-stop analytical service for samples. Namely a single drop-off point for all samples delivered after a sample run (the bid must confirm this address and availability).	Yes	No
DEA&DP will be responsible for all sample collection and transportation to the main laboratory. Any secondary transport costs must be provided for by the Service Provider.	Yes	No
The Service Provider must have the capacity to carry out the analyses for all the routine samples (52 sample sites in total) over the contract period, as well as pollution control samples as and when required.	Yes	No
The Service provider must confirm in their bid that it has the capacity to receive at least 21 samples on any one day, which is equal to one catchment and one estuary sampling run.	Yes	No
In the unlikely event that the frequency of sampling, or sampling parameters are required to change during the project for whatever reason, e.g. dry conditions at sampling sites or unsuitable weather for sampling; such changes must be confirmed in writing and undertaken within the project budget.	Yes	No
All conditions set for the two (2) year cycle will be applicable to the potential extension period.	Yes	No

## 10. PRICE REQUIREMENTS

CRITERIA	Complies (yes/no)	
The Service Provider must provide detailed cost breakdown in rands and cents for all costs as specified below at market related pricing for the two-year cycle. Pricing for the potential extension will be reviewed and agreed upon by the Department and the service provider.	Yes	No
Provide a fixed cost per sample for routine samples for the full suite of analysis and highlighted in Annexure I. Indicate the individual sample cost, as well as the total for routine costs for the project duration, using the table in Annexure 3.	Yes	No

Contractor to initial.....

Calculate pollution control samples, including prosecution sample analyses which will be taken on demand and is estimated to be 10% of the value of the routine sampling, and complete the table in Annexure 3.	<b>Yes</b>	<b>No</b>
Add the total for routine, plus the pollution control sample analysis and indicate the total amount in the table in Annexure 3.	<b>Yes</b>	<b>No</b>
Provide pricing for individual constituents for pollution control or prosecution sample analysis using the table in Annexure 1 OR attach the Service Provider's own parameter and pricing list.	<b>Yes</b>	<b>No</b>
The total quotation amount must include projected annual price increases.	<b>Yes</b>	<b>No</b>
The final quote must include VAT if the Service Provider is registered for VAT.	<b>Yes</b>	<b>No</b>

## 11. COMPULSORY INFORMATION

11.1 The Bid will not be considered without the following documents or compliance to the requirements stated:

11.1.1 Submission of detailed cost breakdown.

11.1.2 Registration on the Central Supplier Database (CSD)

11.1.3 Bid documents must be properly received on or before the bid closing date and the time specified on the invitation, duly completed, dated and signed.

11.2

<b>Evaluation Element</b>	<b>Points</b>
1. Price	80
2. B-BBEE Points	20
	<b>100</b>

The Western Cape Government will continue with the utilisation of the B-BBEE point scoring to give effect to the requirements of section 2 (1) (d)(i) of the PPPFA in that it:

- i. Provides an established basis on which to allocate points for preference to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- ii. Gives effect to at least two of the RDP goals (i.e., the promotion of South African owned enterprises and the promotion of SMMEs); for each tender process invited that uses B-

Contractor to initial.....

Page 19 of 61

BBEE certification as a means of claiming preference points;

- iii. Is able to be measurable, quantifiable and monitored for compliance; and
- iv. Supports compliance with National Treasury Regulation, 2005 paragraph 16A3.2 (c) that requires that a supply chain management system referred to in paragraph 16A.3.1 must amongst others be consistent with the PPPFA and the B-BBEE Act.

The WCG will utilise the preferential procurement goals contemplated in section 2 (1)(d) of the PPPFA and that the relevant B-BBEE scorecards (i.e., a B-BBEE certificate / sworn affidavit as supporting evidence provided by bidders to claim preference points) as specified in the Broad-Based Black Economic Empowerment Act (No. 53 of 2003, hereafter B-BBEE Act) be accepted as supporting evidence to claim preference points.

The DEA&DP may conduct a due diligence process to determine a bidder's capability and ability before awarding this contract.

11.3 The Bidder must comply with the following requirements, which will not necessarily invalidate the bid:

11.3.1 Completion in full of the WCBD 6.1 Preference Points claim in terms of the preferential procurement as it relates to preference points.

When completing the WCBD 6.1 Preference Points claim form attached to this bid, bidders must note the conditions pertaining to the award of preference points and therefore the form must be completed in full.

11.3.2 The Master Registration Number (Supplier number) to enable the DEA&DP to verify the bidder's tax compliance status on the CSD.

---

Contractor to initial.....

Page 20 of 61

## 12. SUPPLY CHAIN MANAGEMENT REQUIREMENTS

a) Proof of registration on the National Treasury Central Supplier Database.

Schedules	Description	Mandatory	Returnable Documents
<b>WCBD 1</b>	Invitation to Bid	✓	✓
<b>WCBD 3.1</b>	Pricing Schedule	✓	✓
<b>WCBD 3.2</b>	Price Adjustments (Non-firm pricing-if applicable)		✓
<b>WCBD 3.3</b>	Final Pricing Schedule	✓	✓
<b>WCBD 4</b>	Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination.	✓	✓
<b>WCBD 6.1</b>	If the bidder intends to insource/sub-contract, such details must be detailed in the WCBD 6.1	✓	✓
<b>CSD &amp; WCSEB</b>	<b>Bidders must be registered on the CSD at the time of award</b> - Submission of Proof of CSD Registration or latest Report.	✓	✓
<b>GCC, SCC and ToR</b>	Bidders must accept all bid conditions by: - initialing every page of the ToR	✓	✓

## 13. EVALUATION CRITERIA

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

The following evaluation criteria apply:

Contractor to initial.....

Page 21 of 61

CRITERIA		Complies (yes / no)
A. Service Provider's Qualification, Skills, and Competencies	Yes (1)	No (0)
Provide list of SANAS accredited parameters and methods.		
Provide valid SANAS accreditation certificate for the microbiological laboratory with the Chromogenic Agar method an accredited method on their schedule.		
The proposal confirmed a one-stop analytical service (drop all samples at one lab) in the bid.		
The proposal confirmed that all sampling containers will be supplied by the laboratory (e.g. bottles etc).		
The Service Provider confirmed sufficient capacity in the laboratory to receive and process at least 21 samples per day from DEA&DP.		
Detailed costing for Routine Sampling (price for individual <u>sample</u> is given, as well as the <u>total</u> for the contract)		
Costing per parameter for pollution control samples is provided in the submission - either completed Annexure 2 or provided own laboratory price list		
Costing per parameter for prosecution samples is provided in either completed Annexure 2 or provided their own price list/costing		
The quote is market related (costing is similar to market estimate for contract, available pricing of analyses, comparable to quotes received)		

#### 14. INTELLECTUAL PROPERTY

It is understood that all documentation related to the project, and information obtained in the course of it, in whatever format, will be the intellectual property of the Department.

#### 15. GENERAL CONDITIONS

- a. Short-listed bidders may be requested to deliver a presentation of their proposal to DEA&DP as part of the bidding process.
- b. The service provider is required to confirm that its proposal will be valid for 90 days from the closing date of the submission for proposals.
- c. During the evaluation period, service provider might be requested to clarify matters in

Contractor to initial.....

Page 22 of 61

relation to the proposals submitted. Such information will be supplied to the Department, free of charge.

- d. The service provider may be requested to deliver presentations to the Department to demonstrate their previous experience and understanding of the service requirements.
- e. After awarding of the tender, a project inauguration meeting with a comprehensive agenda compiled by the service provider and approved by the Department, must be arranged by the service provider, within 20 working days.

## **17.EVALUATION OF BIDS**

17.1 Bids will be evaluated in the following manner:

- Phase 1(a): Compliance to SCM Conditions and Requirements;
- Phase 1(b): Compliance to minimum Bid / ToR Conditions and Requirements;
- Phase 2: Evaluation of bid submission, methodology and project plan (Capability and ability functional requirements); and
- Phase 3: Preferential procurement evaluation (Price and BBBEE evaluation).

### **17.2 PHASE 1(A): COMPLIANCE TO SCM CONDITIONS AND REQUIREMENTS**

17.2.1 This evaluation is based on the compliance to the SCM requirements which includes, among others, registration on the Central Supplier Database (CSD) submission/attaching all required documents/evidence required, completion of this document in full as per the instructions and guidelines provided.

17.2.2 All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and compulsory bid requirements.

---

Contractor to initial.....

Page **23** of **61**

### 17.3 PHASE 1(B): COMPLIANCE TO MINIMUM BID / TOR CONDITIONS AND REQUIREMENTS

17.3.1 During this phase, compliance will be assessed against the minimum bid conditions and bid submission requirements as indicated Table 4.2 below of this document. **Failure to submit bid documents listed in Table 4.2 below will result in the disqualification of a bid.**

17.3.2 Bids will be subjected to the responsiveness criteria to determine which bid responses are compliant or non-compliant with the bid specifications and requirements issued by the Department as part of the bid process. This evaluation is based on the compliance to the demonstrated ability and capability of the bidder to execute the bid and only bid offers that comply in all aspects will be considered for Phase two (2). (The Western Cape Government also reserves the right to conduct reference checks).

17.3.3 All bidders who have met all the conditions of bidding and legislative requirements as per phase 1 (a) and phase 1(b), as well as achieved a minimum score of 70 or more for capability and ability functionality (phase 2) will be assessed in phase 3 according to the 80/20 preferential points scoring system:

- Price (80 points)
- Equity (20 points)

---

Contractor to initial.....

Page **24** of **61**



18. CONTRACT MONITORING

- (a) The successful bidder must nominate a contact person in their bid to ensure efficient communication with DEA&DP
- (b) The DEA&DP Project Manager, Lorna Dlakana, [DEADP.SCMHelpdesk@westerncape.gov.za](mailto:DEADP.SCMHelpdesk@westerncape.gov.za); telephone number: +27 (0)21 483 5849 will interact with the successful service provider on behalf of the DEA&DP. The DEA&DP Project Manager would:
  - i. Initiate the project and provide a contact person for liaison with the DEA&DP team and determine their specific roles and responsibilities, duties, and tasks in relation to the project.
  - ii. Assist to provide contact information for key role-players in the project.
  - iii. Track the progress of deliverables and take remedial action should the risks of these deliverables become evident.
  - iv. Track expenditure to ensure that it remains within budget.
  - v. Monitor progress and sign off on the progress reports.
  - vi. Ensure quality control of the final reports and related documents.

## PRICING SCHEDULE – FIRM PRICES

## (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder: .....	Bid Number: DEA&DP 2/2024
Closing Time: 11H00am	Closing date: 31 January 2025

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

DESCRIPTION:	QUANTITY	TOTAL COST (VAT INCLUSIVE Bid Price in RSA Rands)
		R.....
<b><u>GRAND TOTAL (INCLUSIVE VAT)</u></b>		R.....

Enquired by:

**DEPARTMENT OF ENVIRONMENTAL  
AFFAIRS AND DEVELOPMENT PLANNING**

- At: 1 & 3 Dorp street  
CAPE TOWN,  
8000
- Brand and model .....
- Guarantee period .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES / NO
- If not to specification, indicate deviation(s) .....

Contractor to initial.....

Page **26** of **61**

- Period required for delivery .....  
\*Delivery: Firm / not firm
- Delivery basis .....

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

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

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

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

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

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

3. The following index/indices must be used to calculate your bid price:

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

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

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

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

Contractor to initial.....

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

<b>AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:</b>	<b>DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE</b>	<b>DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE</b>	<b>DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE</b>

Contractor to initial.....

Page 29 of 61

**PRICING SCHEDULE**  
(Professional Services)

**NOTE:** Offer to be valid for 90 days from the closing date of bid.

Name of Bidder: _____	Bid Number: <b>DEA&amp;DP 2/2024</b>
Closing Time: <b>11h00am</b>	Closing Date: <b>31 January 2025</b>

Item No.	DESCRIPTION	BID PRICE IN RSA CURRENCY NO. *(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.	*R _____	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.		
3.	Persons who will be involved in the project and rates applicable. (Certified invoices must be rendered in terms hereof)		
4.	<b>PERSON AND POSITION</b>	<b>HOURLY RATE</b>	<b>DAILY RATE</b>
	_____	R _____	_____
	_____	R _____	_____
	_____	R _____	_____
	_____	R _____	_____
5.	<b>PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT</b>		
	_____	R _____	_____ days
	_____	R _____	_____ days
	_____	R _____	_____ days
	_____	R _____	_____ days

**EFFECTIVE 1 FEBRUARY 2019**

Contractor to initial.....

Page 30 of 61

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____

- 5.2 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____

**\*TOTAL: R** \_\_\_\_\_

6. Period required for commencement with project after acceptance of bid

\_\_\_\_\_

7. Estimated man-days for completion of project

\_\_\_\_\_

8. Are the rates quoted firm for the full period of contract?

**YES / NO**  
[DELETE IF NOT APPLICABLE]

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF BIDDER**

: \_\_\_\_\_

**NAME OF BIDDER (PRINT)**

: \_\_\_\_\_

**DATE**

: \_\_\_\_\_

**CAPACITY UNDER WHICH THE BID IS SIGNED**

: \_\_\_\_\_

**TOTAL BID PRICE**

: **\*R** \_\_\_\_\_

Contractor to initial.....



## **PROVINCIAL GOVERNMENT WESTERN CAPE: DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION**

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

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

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

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

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

31 May 2022

Contractor to initial.....

Page **32** of **61**



**“business interest”** means -

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

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

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

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

Any person who directly or indirectly -

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

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

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

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

31 May 2022

**“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

Contractor to initial.....

Page 33 of 61

(b) a public entity, means a person employed by the public entity;

**“entity”** means any -

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

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

**“Family member”** means a person's -

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

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

**“Institution”** means –

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

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

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

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

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

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

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

31 May 2022

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:

Contractor to initial.....

Page **34** of **61**

- (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.

7. 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.
8. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
9. 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.
10. 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.
11. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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

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

31 May 2022

Contractor to initial.....

Page **35** of **61**

In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

**TABLE A**

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

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

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

31 May 2022

Contractor to initial.....

Page **36** of **61**

**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

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

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

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

**TABLE B**

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

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

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

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

31 May 2022

Contractor to initial.....

Page 37 of 61

**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)	NO	YES
------------	--	----	-----

**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?					NO YES
<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)?  (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.)					NO YES
<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?				NO	YES N/A
<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)?					NO YES
<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?					NO YES

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

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

31 May 2022

Contractor to initial.....

Page 38 of 61

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

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

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

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement, or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly, or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....  
**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

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

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

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

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

Date:..... Place

Business Address: .....

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

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

31 May 2022

Contractor to initial.....

Page 39 of 61

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

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

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

### 1. DEFINITIONS

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

Contractor to initial.....

Page 40 of 61



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

## 2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

Contractor to initial.....

Page **41** of **61**

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender  
(delete whichever is not applicable for this tender).

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

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

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

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

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

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

- (a) points out of 80 for price; and
- (b) 0 points out of 20 for B-BBEE

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

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

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria

Contractor to initial.....

in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

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

## 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4.1 POINTS AWARDED FOR PRICE

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

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

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

Where:

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{\min}$  = Price of lowest acceptable tender

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

### 5.1 POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{\max}$  = Price of highest acceptable tender

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

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 table below:

Contractor to initial.....

Page 43 of 61

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

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

## 7. BID DECLARATION

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

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

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

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.**

Contractor to initial.....

Page 44 of 61

## 9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? .....

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

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

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

## 10. DECLARATION WITH REGARD TO COMPANY/FIRM

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

10.2 VAT registration number: .....

10.3 Company Registration number:.....

10.4 TYPE OF COMPANY/ FIRM

☐ Partnership/ Joint Venture/ Consortium

☐ One-person business/ sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[SELECT APPLICABLE ONE]

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

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

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

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

Contractor to initial.....

Page **45** of **61**

- (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
  - (i) disqualify the person from the bidding process;
  - (j) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
  - (ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
  - (iii) 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:** .....

.....

Contractor to initial.....

**WITNESSES:**

1. ....

2. ....

---

Contractor to initial.....

Page **47** of **61**

# SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

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 l 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 25% 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 25% 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 and 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**

Contractor to initial.....



# 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 about 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.

Contractor to initial.....

Page 49 of 61

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests, and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

---

Contractor to initial.....

Page 50 of 61

# General Conditions of Contract

## 1. Definitions

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

---

Contractor to initial.....

Page **51** of **61**

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

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

---

Contractor to initial.....

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:

---

Contractor to initial.....

- (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.

Contractor to initial.....

- 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:

Contractor to initial.....

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (17) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted

Contractor to initial.....



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.

- |   |   |
|---|---|
| <b>17. Contract amendments</b>                  | 17.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.  |
| <b>19. Assignment</b>                           | 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.  |
| <b>20. Subcontracts</b>                         | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |
| <b>22. Penalties</b>                            | 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  |

Contractor to initial.....

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;

Contractor to initial.....

Page 58 of 61

- (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.

Contractor to initial.....

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

Contractor to initial.....

Page 60 of 61

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

**33.National  
Industrial  
Participation  
(NIP)  
Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34.Prohibition of  
Restrictive  
practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

---

Contractor to initial.....

Page **61** of **61**