

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR WESTERN CAPE GOVERNMENT HEALTH

BID NUMBER: **WCGHSC0455/2025**

CLOSING DATE: **05 September 2025**

CLOSING TIME: **11:00**

TERMINOLOGICAL MAPPING SERVICE TO SUPPORT CLINICAL VOCABULARY AND SEMANTIC INTEROPERABILITY IN THE WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH WELLNESS DEPARTMENT

Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign bidding documents, certificates, questionnaires and specification forms may invalidate the bid. **The date stamp on each page is for official use and not for completion by bidders.**

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

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH Bid Box marked "Department of Health" situated at main entrance of Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 4 pm (excluding public holidays)**, please call the official responsible, Mr Jacques Titus at (021) 2721-8349010 for assistance during office hours.

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

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

Unregistered bidders or bidders with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered bidder must register as a supplier on the CSD prior to bidding. Central Supplier Database self-registration only: www.csd.gov.za Contact email: SCM.eProcurementDOH@westerncape.gov.za

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.

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

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

Please refer all technical/specification enquiries to: Dr Robin Dyers at robin.dyers@westerncape.gov.za

Please refer all supply chain enquiries to: Mr. E Thomas at eldrea.thomas@westerncape.gov.za


C Munnik
HEAD OF DEPARTMENT
DATE 28/07/2025

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1. Definitions

Term	Definition
Classification	A system used to group diseases or health-related concepts into predefined categories for purposes of statistics, reimbursement, or public health analysis.
Leaf codes	Leaf codes represent the most detailed and specific level within this hierarchy. They are used to represent a specific diagnosis, procedure, or service with precision.
Namespace	A namespace consists of a set of concepts and associated codes, often corresponding to a single coding system, that logically groups and separates content for clear management, versioning, and dependency purposes. It enables clear separation and maintenance of local terminologies and extensions from standard terminological content.
Terminology	A structured set of clinically meaningful concepts designed to represent detailed clinical ideas and expressions, often with formal definitions and synonyms.
Terminological System	A structured, human-readable and machine-readable representation of clinical concepts, including the relationships among them, designed to provide consistent, precise, and unambiguous communication and sharing of clinical data within and between healthcare information systems.
Value Set	A defined subset of codes and concepts drawn from terminologies or classifications, used for specific purposes
Leaf concepts	A node that has no child nodes, marking the end of a branch or path
Subject Matter Expert (SME) Support	Specialised professional services related to the structure, use, and governance of health terminologies, classifications, mappings, and value sets. This support includes expert guidance, maintenance, curation, and interpretation of clinical terminology artefacts to ensure semantic consistency, interoperability, and alignment with national and international standards. For the purposes of this bid, 'subject matter expert' explicitly refers to terminological expertise.

2. Introduction

The Western Cape Government: Health and Wellness Department has adopted a terminological mapping service as part of its digital health transformation strategy, significantly improving user experience and clinician acceptance of Electronic Medical Record (EMR) systems across its institutions. By mapping clinician-friendly terms from terminologies like SNOMED CT to structured classification systems, this initiative ensures that clinicians can effortlessly find and document clinical concepts in ways that accurately reflect their clinical intent and preferred language. This approach enhances clinical documentation, supports robust clinical decision-making, improves data quality, and facilitates reliable reporting and analytics.

On 1 October 2024, the National Department of Health published a Notice of Intent (Government Gazette No. 51362) to introduce eight international terminological systems for official adoption and semantic interoperability across the South African health sector. These terminological systems include ICD-11, ICHI, ICF, SNOMED-CT, LOINC, ATC/DDD, GMDN, and NAPPI®. This development highlights a national commitment to semantic interoperability, structured clinical documentation, and consistent healthcare data management and reporting.

In alignment with the anticipated national policy and continuing the Western Cape Government's pioneering efforts in digital health, the Department seeks proposals for a Terminological Mapping Service. This service will provide continued support for a shared clinical vocabulary and facilitate seamless semantic interoperability among healthcare institutions within the Western Cape Province. This three-year contract aims to sustain and further develop the existing clinical terminological mapping capabilities, ensuring compliance with national standards, international terminologies, and best practices.

This tender is key to maintaining and enhancing the quality, accuracy, and usability of clinical documentation, strengthening healthcare delivery, decision-making processes, and population health management across the province.

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There are three aspects to the Department's requirements:

- Terminological Systems
- Terminological System Maps
- Value Sets

The primary objective of this service is to improve the user experience with respect to clinical coding in electronic health record systems.

The secondary objectives of this service are to enable semantic interoperability for:

- clinical information exchange.
- epidemiological reporting.

- revenue retrieval.
- clinical decision support.

The focus of this bid is on the **subject matter expertise** for terminological systems, mapping and value sets, and not an information technology solution.

Mandatory requirements have been indicated with an asterisk (*) and are also reflected in the table of mandatory requirements.

3. Terminological System Requirements

3.1 Terminological systems to be hosted and supported:

3.1.1 WHO International Classification of Disease 9th Revision Clinical Modification (ICD-9CM) Procedures *

3.1.2 WHO International Classification of Disease 10th Revision Master Industry Table South Africa (ICD-10 MIT(SA)) *

3.1.3 WHO International Classification of Disease 11th Revision

3.1.4 WHO International Classification of Health Interventions (ICHI)

3.1.5 WHO Anatomical Therapeutic Chemical / Defined Daily Dose (ATC/DDD)

3.1.6 WHO International Classification of Functioning, Disability and Health (ICF)

3.1.7 Logical Observation Identifiers, Names, and Codes (LOINC)

3.1.8 Global Medical Device Nomenclature (GMDN)

3.1.9 National Pharmaceutical Product Interface (NAPPI®)

3.1.10 Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT) International Edition *

3.2 The successful bidder shall provide a commercial-off-the-shelf (COTS) platform for hosting terminological systems that can be accessed via API calls. *

3.3 Terminological systems shall be hosted as Namespaces. *

3.4 Namespaces must support versioning for releases and updates to terminological systems. *

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4. Mapping requirements

4.1 Maps to be supported:

	Source	Target	Cardinality	Notes
4.1.1	SNOMED CT (International Edition)	ICD-9CM Procedures *	1: *	Bidder map
4.1.2	SNOMED CT (International Edition)	ICD-10 MIT(SA) *	1: *	Bidder map
4.1.3	SNOMED CT (International Edition)	ICD-11	1:1	Bidder map
4.1.4	SNOMED CT (International Edition)	ICHI	1:1	Bidder map
4.1.5	SNOMED CT (International Edition)	LOINC	1:1	Public domain map
4.1.6	ICD-11	ICD-10	1:1	Public domain map
4.1.7	ICD-10	ICD-11	1:1	Public domain map
4.1.8	ATC	SNOMED CT (International Edition)	1:1	Bidder map
4.1.9	NAPPI®	ATC	Primarily *:1 Sometimes 1: *	Public domain map

- 4.2 The bidder must demonstrate the ability to assimilate additional clinical concept representations that can be mapped. *
- 4.3 For maps that include ICD-10, the prospective bidder will work with the Department to comply with the 2021 South African Master Industry Table (MIT) ICD-10 coding standard, as published on the National Department of Health website by the time of deployment of the service to the production environment:
<https://www.health.gov.za/icd-10-master-industry-table/> *
- 4.4 Source concepts must be mapped to leaf target concepts and associated codes where possible.
- 4.5 The bidder must provide full viewing access of the mapping tables so that there is transparency around how concepts/terms/codes have been mapped. *
- 4.6 The bidder must enable the download of the mapping tables to facilitate interrogation, analysis and grouping. This is required to satisfy audit requirements, support research, support data analysis and inform high quality reporting. *
- 4.7 The bidder must provide viewing access to the processes, logic and decision matrix used for developing the mapping tables.
- 4.8 The bidder must provide full viewing access to the conditional rules applied.
- 4.9 The bidder must demonstrate reproducibility and consistency of the mapping tool.
- 4.10 The bidder must share the standardised operational framework used to resolve conflicts, queries and ensure reliability.
- 4.11 The bidder's maps shall adhere to ISO standard: Health informatics — Principles of mapping between terminological systems ISO/TR 12300:2014(E).

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- 4.12 The successful bidder shall provide a COTS platform for hosting terminological maps that can be accessed via API calls. *
- 4.13 The COTS platform shall allow for hosting terminologies, hierarchical classifications, polyarchal terminological systems. *

5. Value Sets

- 5.1 The successful bidder shall work with the Department to develop appropriate value sets, from the terminological systems listed in section 3.1, for key clinical conditions or episodes. *
- 5.2 Value sets will be required for defining concepts (clinical and non-clinical) for:
- 5.2.1 Departmental performance reporting according to indicators in our Annual Performance Plan (available in public domain). Examples of this includes, but are not limited to: Indicators and data elements as defined by the client e.g. Diarrhoea with some or severe dehydration, Pneumonia, Moderate acute malnutrition, Severe acute malnutrition, Hypertension, Diabetes, Etc.
 - 5.2.2 Notification of medical conditions e.g. Malaria, Measles, Diphtheria
 - 5.2.3 Burden of disease
 - 5.2.4 Quality measures (process, outcome, efficiency, equity, timeliness etc) Morbidity and mortality
 - 5.2.5 Health service locations
 - 5.2.6 Business intelligence (consistent mapping ensures accurate and comprehensive data analysis enabling reliable business intelligence insights to make informed decisions)
Interrogation and data analysis: map clinical concepts as defined by the client for analysis and reporting of burden of disease, service utilisation, workload, morbidity, mortality e.g. HIV/AIDS, Tuberculosis, Interpersonal violence.
 - 5.2.7 Clinical decision support systems
 - 5.2.8 System integration and alignment and data exchange (Using HL7/FHIR standards)
- 5.3 There shall be data governance processes that ensure data definitions, terms and standards are consistently applied maintaining data integrity, quality and compliance with regulatory requirements.

6. User Experience

- 6.1 Abbreviations in descriptors must be accompanied by terms written out in full.
- 6.2 To be clinically safe for documentation and communication purposes the original intended meaning of end-user facing terms should not be changed when mapping to formal classifications and terminologies. Any loss and gain in meaning must be documented and made explicit to users and data consumers.
- 6.3 The terminology mapping must have been developed and be maintained by suitably qualified multi-disciplinary team. *

7. Technical Requirements

- 7.1 The bidder's terminological service must adhere to the National Health Normative Standards Framework for Interoperability in eHealth that can be found at:
https://www.gov.za/sites/default/files/gcis_document/201409/37583gen314.pdf
- 7.2 The successful bidder must work with the Department's existing Health Information System vendor(s), the Western Cape Government Centre for e-Innovation (CeI) and Department of Health and Wellness to enable interoperability and access to terminological service between internally governed systems. *

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- 7.3 The COTS system shall have a consistent user experience in terminology searching, display of results and term selection.
- 7.4 The successful bidder shall assist the Department and Cel in commissioning the COTS system. Commissioning of the service entails the installation, configuring and testing of the service. *
- 7.5 The service must be able to run on Windows Server 2022 Datacenter or higher. *
- 7.6 It must be a requirement that the bidder enters into a maintenance service agreement with the Department for the said solution specified in this contract. *
- 7.7 The maintenance terms and conditions shall be provided for the maintenance/support during the contract period and for the extended maintenance/support after the expiry of the initial contract period if applicable. *
- 7.8 Support may not incur additional charges during the Installation, delivery and/or commissioning phases, as pricing is fixed. *
- 7.9 Service updates shall be made available to the customer as and when available as part of the maintenance/support agreement for the duration of the contract period. *
- 7.10 The prospective bidder will deploy the service within 6 months of the bid being awarded. *
- 7.11 The service must be available on the Western Cape Government Intranet and provide an Application Programming Interface (API) that is HTTP compatible with e.g. SOAP, JSON, XML. *
- 7.12 There must be a clearly documented API (Application programming interface). *
- 7.13 The API must conform to RESTFUL Webservice standards. *
- 7.14 Client applications must be able to call the service passing keywords/parameters e.g. TB, Diabetes. *
- 7.15 The service must respond by presenting a standard user interface displaying clinical information and codes derived from the initial parameters passed. *
- 7.16 The interface must provide navigation and search tools for the user to refine the information returned.
- 7.17 When satisfied the user must be able to easily select the desired descriptive text and Clinical Codes to be returned to the Client. This must not depend on copy and paste.
- 7.18 The successful bidder shall provide the Department with access to the SQL database so that namespaces and maps can be stored, by the Department, in Master Data Services. *
- 7.19 Once awarded, the Department will conduct an acceptance test to ensure that the service performs according to specifications as well as within acceptable response times.

8. Quoting

- 8.1 The service will be made available to all users of Western Cape Government information technology infrastructure.
- 8.2 While Western Cape Government will be responsible for hosting, the service shall allow for vertical and / or horizontal scaling of computing resources as the user-base of the terminological service grows.
- 8.3 Bidders must quote for terminological mapping services over a period of three years (with the option of extending by two years) as per the pricing schedule. *

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- 8.4 Invoices and payments shall be in accordance with the pricing schedule and be inclusive of VAT. *
- 8.5 The bidder shall provide a comprehensive proposal that describes their ability to meet the mandatory requirements, as well as the extent to which they can meet the non-mandatory requirements.

9. Bidder Profile

- 9.1 The bidder shall provide a descriptive list of current health terminological system-related projects. *
- 9.2 The bidder shall provide a descriptive list of health terminological system-related projects completed within the last five years. *
- 9.3 The bidder shall provide at least two reference letters from contactable clients serviced within the last 5 years. *
- 9.4 The bidder shall provide a list or diagram of key personnel and their roles within the bidder structure, as they relate to this bid. This must include project management, account management, business analyst(s), developer(s), infrastructure management, quality control testing and deployment. *
- 9.5 The bidder must include a description of how terminological mapping service and coding content expertise will be accessed and rendered as part of the service. *
- 9.6 The bidder must be prepared to demonstrate the ability to deliver on the mandatory requirements and the applicable non-mandatory requirements listed in the *Phase 2 Compliance Schedule*. A date for online demonstration will be arranged with bidders who meet the selection criteria outlined in *Phase 3: Functionality Assessment*. *

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Nr	Mandatory Requirements	Compliance		
		Page #	Yes	No
4.3	For maps that include ICD-10, the prospective bidder will work with the Department to comply with the 2021 South African Master Industry Table (MIT) ICD-10 coding standard, as published on the National Department of Health website by the time of deployment of the service to the production environment: https://www.health.gov.za/icd-10-master-industry-table/			
4.4	Source concepts must be mapped to leaf target concepts and associated codes where possible.			
4.5	The bidder must provide full viewing access of the mapping tables so that there is transparency around how concepts/terms/codes have been mapped.			
4.6	The bidder must enable the download of the mapping tables to facilitate interrogation, analysis and grouping. This is required to satisfy audit requirements, support research, support data analysis and inform high quality reporting.			
4.12	The successful bidder shall provide a COTS platform for hosting terminological maps that can be accessed via API calls.			
4.13	The COTS platform shall allow for hosting terminologies, hierarchical classifications, polyarchal terminological systems.			
5.1	The successful bidder shall work with the Department to develop appropriate value sets, from the terminological systems listed in section 3.1, for key clinical conditions or episodes.			
6.3	The terminology mapping must have been developed and be maintained by suitably qualified multi-disciplinary team. Provide qualifications and experience of the mapping team.			
7.2	The successful bidder must work with the Department's existing Health Information System vendor(s), the Western Cape Government Centre for e-Innovation and Department of Health and Wellness to enable interoperability and access to terminological service between internally governed systems.			
7.4	The successful bidder shall assist the Department and Cel in commissioning the COTS service. Commissioning of the service entails the installation, configuring and testing of the service.			
7.5	The service must be able to run on Windows Server 2022 Datacenter or higher.			
7.6	It must be a requirement that the bidder enters into a maintenance service agreement with the Department for the said solution specified in this contract.			
7.7	The maintenance terms and conditions shall be provided for the maintenance/support during the contract period and for the extended maintenance/support after the expiry of the initial contract period if applicable.			
7.8	Support may not incur additional charges during the Installation, delivery and/or commissioning phases, as pricing is fixed.			
7.9	Service updates shall be made available to the customer as and when available as part of the maintenance/support agreement for the duration of the contract period.			
7.10	The prospective bidder will deploy the service within 6 months of the bid being awarded.			
7.11	The service must be available on the Western Cape Government Intranet and provide an Application Programming Interface (API) that is HTTP compatible with e.g. SOAP, JSON, XML.			
7.12	There must be a clearly documented API (Application programming interface)			



Nr	Mandatory Requirements	Compliance		
		Page #	Yes	No
7.13	The API must conform to RESTFUL Webservice standards			
7.14	Client applications must be able to call the service passing keywords/parameters e.g. TB, Diabetes.			
7.15	The service must respond by presenting a standard user interface displaying clinical information and codes derived from the initial parameters passed.			
7.18	The successful bidder shall provide the Department with access to the SQL database so that namespaces and maps can be stored, by the Department, in Master Data Services.			
8.3	Bidders must quote for terminological mapping services over a period of three years (with the option of extending by two years) as per the pricing schedule.			
8.4	Invoices and payments shall be in accordance with the pricing schedule and be inclusive of VAT.			
8.5	The bidder shall provide a comprehensive proposal that describes their ability to meet the mandatory requirements, as well as the extent to which they can meet the non-mandatory requirements.			
9.1	The bidder shall provide a descriptive list of current health terminological system-related projects.			
9.2	The bidder shall provide a descriptive list of health terminological system-related projects completed within the last five years.			
9.3	The bidder shall provide at least two reference letters from contactable clients serviced within the last 5 years.			
9.4	The bidder shall provide a list or diagram of key personnel and their roles within the bidder structure, as they relate to this bid. This must include project management, account management, business analyst(s), developer(s), infrastructure management, quality control testing and deployment.			
9.5	The bidder must include a description of how terminological mapping service and coding content expertise will be accessed and rendered as part of the service.			
9.6	The bidder must be prepared to demonstrate the ability to deliver on the mandatory requirements and the applicable non-mandatory requirements listed in the <i>Phase 2 Compliance Schedule</i> and <i>Phase 3: Functionality Assessment</i> . A date for online demonstration will be arranged with bidders who meet the selection criteria.	N/A		

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PHASE 3: FUNCTIONALITY ASSESSMENT

Overall Scoring Framework

Component	Points	Description
Non-Mandatory Requirements Compliance	35	One point per non-mandatory requirement met
Additional Value-Added Features	7	Innovation and enhancements beyond requirements
Vendor Experience and References	18	Track record and capability demonstration
System Demonstration	20	Practical functionality assessment
Total Functionality Score	80	Minimum threshold: 40 points (50%)

Note: An additional 20 points will be allocated under Phase 4: 80:20 Preferential Point System, bringing the total evaluation to 100 points.

Scoring Criteria

1. Non-Mandatory Requirements Compliance (35 points)

Each non-mandatory requirement successfully addressed earns 1 point. While the following requirements are non-mandatory, inclusion of these will count in the bidder's favour. Indicate the page number of the bidder proposal document where information about the inclusion of the requirement can be found.

Nr	Non-Mandatory Requirements	Included			
		Points	Page #	Yes	No
3.1.3	Provide and support WHO International Classification of Disease 11 th Revision	1			
3.1.4	Provide and support WHO International Classification of Health Interventions (ICHI)	1			
3.1.5	Provide and support WHO Anatomical Therapeutic Chemical / Defined Daily Dose (ATC/DDD)	1			
3.1.6	Provide and support WHO International Classification of Functioning, Disability and Health (ICF)	1			
3.1.7	Provide and support Logical Observation Identifiers, Names, and Codes (LOINC)	1			
3.1.8	Provide and support Global Medical Device Nomenclature (GMDN)	1			
3.1.9	Provide and support National Pharmaceutical Product Interface (NAPPI®)	1			
4.1.3	Provide and support map from SNOMED CT (International Edition) to ICD-11 with 1-to-1 cardinality	1			
4.1.4	Provide and support map from SNOMED CT (International Edition) to ICHI with 1:1 cardinality				

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Nr	Non-Mandatory Requirements	Included			
		Points	Page #	Yes	No
5.2.8	Able to provide value sets that enable system integration and alignment and data exchange (Using HL7/FHIR standards)	1			
5.3	There shall be data governance processes that ensure data definitions, terms and standards are consistently applied maintaining data integrity, quality and compliance with regulatory requirements.	1			
6.1	Abbreviations in descriptors must be accompanied by terms written out in full.	1			
6.2	To be clinically safe for documentation and communication purposes the original intended meaning of end-user facing terms should not be changed when mapping to formal classifications and terminologies. Any loss and gain in meaning must be documented and made explicit to users and data consumers.	1			
7.1	The bidder's terminological service must adhere to the National Health Normative Standards Framework for Interoperability in eHealth that can be found at: https://www.gov.za/sites/default/files/gcis_document/201409/37583gen314.pdf	1			
7.2	The COTS system shall have a consistent user experience in terminology searching, display of results and term selection.	1			
7.16	The interface must provide navigation and search tools for the user to refine the information returned.	1			
7.17	When satisfied the user must be able to easily select the desired descriptive text and Clinical Codes to be returned to the Client. This must not be a copy and paste option.	1			

Scoring Method: Award 1 point for each requirement where the bidder provides:

- Clear demonstration of capability
- Detailed implementation approach
- Supporting evidence or documentation
- Realistic delivery timeline

2. Additional Value-Added Features (7 points)

Bidders may earn additional points by proposing innovative features that enhance the service beyond stated requirements.

Evaluation Categories:

- **Advanced Analytics, Reporting and Mapping Innovation (up to 5 points)**
 - Advanced data visualisation tools
 - Custom reporting frameworks
 - Grouping functionality
 - AI-assisted mapping tools
 - Automated quality assurance processes
 - Novel validation techniques
- **Enhanced Interoperability (up to 2 points)**
 - Additional integration standards
 - Extended API functionality

Scoring Method: Assessors evaluate proposals based on:

- Practical value to the Department
- Technical feasibility and implementation approach
- Alignment with Department's strategic objectives

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3. Vendor Experience and References (20 points)

3.1 Current and Previous Projects (6 points)

- **Current terminological system projects (3 points)**
 - Excellent (3 points): Multiple (3+) active projects with comprehensive descriptions, clear relevance to health terminologies, and demonstrated complexity
 - Good (2 points): 2-3 active projects with good detail and relevance to health informatics
 - Average (1 point): 1-2 projects with basic descriptions meeting minimum requirements
- **Previous projects completed within last 5 years (3 points)**
 - Excellent (3 points): Multiple (3+) completed projects with proven successful outcomes, measurable results, and strong relevance to terminological mapping
 - Good (2 points): 2-3 completed projects with documented results and good relevance to health terminologies
 - Average (1 point): 1-2 completed projects with basic documentation meeting minimum requirements

3.2 Reference Quality and Verification (6 points)

- **Quality and relevance of reference letters (3 points)**
 - Excellent (3 points): Detailed letters highlighting specific achievements, measurable outcomes, and direct relevance to terminological services
 - Good (2 points): Comprehensive letters with adequate detail and clear relevance to health informatics
 - Average (1 point): Basic letters meeting minimum requirements with limited detail
- **Reference verification and responsiveness (3 points)**
 - Excellent (3 points): All references provide detailed positive feedback when contacted, confirming specific capabilities and outcomes
 - Good (2 points): References provide adequate positive feedback with some specific examples
 - Average (1 point): References confirm basic information and general satisfaction only

3.3 Team Qualifications and Terminological Expertise (6 points)

- **Organisational structure and key personnel (3 points)**
 - Excellent (3 points): Comprehensive team structure with clearly defined roles, senior-level qualifications, proven track record in health informatics, and dedicated project management
 - Good (2 points): Well-defined team structure with appropriate qualifications and some relevant experience
 - Average (1 point): Basic team structure meeting minimum requirements with limited detail on qualifications
- **Terminological mapping expertise (3 points)**
 - Excellent (3 points): Clear description of in-house subject matter experts, demonstrated deep knowledge of healthcare terminologies, formal qualifications/certifications, and specific expertise in clinical mapping methodologies
 - Good (2 points): Evidence of terminological expertise access, some demonstrated knowledge of healthcare terminologies, and adequate mapping experience
 - Average (1 point): Basic access to terminological expertise meeting minimum requirements with limited evidence of specialised knowledge

4. System Demonstration (20 points)

Bidders will provide an online demonstration of their proposed solution, validating their written proposals against the bid specification requirements. The demonstration will focus on practically showcasing capabilities that can be meaningfully assessed in a virtual meeting environment.

4.1 Terminological System Requirements (5 points)

- **Platform and API demonstration (3 points)**
 - COTS platform functionality for terminological system hosting
 - API calls and performance (may use platforms like Postman or similar)
 - Multiple terminological system support
- **Namespace and versioning (2 points)**
 - Namespace management capabilities
 - Version control for terminological system updates

4.2 Mapping Requirements (8 points)

- **Mapping platform functionality (4 points)**

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- Live demonstration of mapping tools and interface
- API functionality for mapping access (may use platforms like Postman or similar)
- Search and navigation within mapping tables

- **Mapping transparency and quality (4 points)**

- Full viewing access to mapping tables and methodology
- Download capabilities for analysis and grouping
- Cardinality implementation (1:1, 1:many) and consistency validation

4.3 Value Sets (3 points)

- **Development and delivery capability (3 points)**

- Process for creating value sets from terminological systems
- Examples relevant to departmental needs (performance reporting, notifiable conditions)
- Delivery methods and quality assurance processes

4.4 User Experience (3 points)

- **Interface and workflow integration (3 points)**

- User-friendly search and navigation tools
- Clinical terminology accessibility and term selection
- Abbreviation handling and meaning preservation

4.5 Technical Integration (3 points)

- **Standards compliance and database access (3 points)**

- RESTful API standards demonstration (may use platforms like Postman or similar)
- SQL database access for Master Data Services integration
- HTTP compatibility (SOAP, JSON, XML) and documentation

Scoring Interpretation Scale:

- Excellent (18-20 points): Comprehensive demonstration exceeding expectations with clear validation of written proposals
- Good (14-17 points): Strong demonstration meeting most requirements with adequate validation
- Average (10-13 points): Basic demonstration with some limitations but acceptable validation
- Poor (0-9 points): Insufficient demonstration or significant gaps in capability validation

Evaluation Process

1. **Documentation Review:** Assessors evaluate written proposals against non-mandatory requirements and experience criteria
2. **Reference Verification:** Contact and verify provided references
3. **Demonstration Scheduling:** Arrange online demonstrations with qualifying bidders
4. **Scoring Compilation:** Combine all assessment scores
5. **Threshold Application:** Bidders must achieve minimum 40 points (50%) to proceed to Phase 4

PHASE 4: 80:20 PREFERENTIAL POINT SYSTEM

The final evaluation phase will combine the functionality scores from Phase 3 with preferential procurement points according to the 80:20 preferential point system as prescribed by the Preferential Procurement Policy Framework Act (PPPFA).

Final Scoring Framework:

- **Functionality (Phase 3):** 80 points
- **Preferential Points:** 20 points
- **Total:** 100 points

Only bidders who achieve the minimum functionality scoring forty (40) points (50%) in Phase 3 will proceed to this final evaluation phase, where preferential points will be allocated according to applicable government procurement regulations.

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PRICING SCHEDULE (SERVICES)

A TERMINOLOGICAL MAPPING SERVICE TO SUPPORT A CLINICAL VOCABULARY AND SEMATIC INTEROPERABILITY TO ALL INSTITUTIONS IN THE WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH FOR A 3-YEAR PERIOD.

NAME OF BIDDER : **BID NUMBER WCGHSC0455/2025**

CLOSING TIME : 11:00 ON 05 September 2025

VALIDITY PERIOD : 90 Days from closing date of bid

ITEM	DESCRIPTION	YEAR 1 UNIT COST/HR INCL VAT	YEAR 2 UNIT COST/HR INCL VAT	YEAR 3 UNIT COST/HR INCL VAT
1	Subscription: Subject Matter Expert support for the appropriate use of terminological systems	R..... Inclusive of VAT	R..... Inclusive of VAT	R..... Inclusive of VAT
2	Subscription: Subject Matter Expert support for development and enhancement of terminological system maps	R..... Inclusive of VAT	R..... Inclusive of VAT	R..... Inclusive of VAT
3	Subscription: Subject Matter Expert support for and enhancement of value sets	R..... Inclusive of VAT	R..... Inclusive of VAT	R..... Inclusive of VAT
4	Subscription: Terminology, Map, and Value Set hosting platform Service License	R..... Inclusive of VAT	R..... Inclusive of VAT	R..... Inclusive of VAT
5	Successful installation, configuration and integration testing	R..... Inclusive of VAT		
6	Documentation: Configuration and metadata of mapping and concept roll-up	R..... Inclusive of VAT		
GRAND TOTAL		R..... Inclusive of VAT		

NOTE TO BIDDERS:

- A Subscription, maintenance and support upon expiry of the 3-year contract. The requirement would be for a possible extension for a 2-year period subject to WCDHW approval.
- B For the purpose of this document firm prices are defined as fixed prices, not subject to any increase, therefore only fixed pricing will be accepted.
- C Bidders must submit a **cost breakdown** indicating **All** cost inclusive of VAT that is in line with the **Grand Total** of this bid.

- D Does the offer comply with the specification(s)? *YES/NO
- E If not to specification, indicate deviation(s)
- F Period required for delivery
*Delivery: Firm/not firm

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Note: All delivery costs must be included in the bid price.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
 The Department reserves the right **NOT** to award or not award this bid.

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.

1. Definitions

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

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

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.

“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;

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



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

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

Any person who directly or indirectly –

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

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

“employee”, in relation to –

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

“entity” means any –

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

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

“Family member” means a person's –

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(a) spouse; or

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

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

“Institution” means –

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

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means –

Remunerative Work Outside of the Employee’s Employment

“spouse” means a person’s –

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.



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.

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

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

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a



horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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.

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

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

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?			NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>					
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?		NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?			NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?			NO	YES

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

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

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

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

1. DEFINITIONS

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

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

2. GENERAL CONDITIONS

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

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

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit



confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

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

3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

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

- (a) points out of **80/90** for **price**; and
- (b) 0 points out of **20/10** for **B-BBEE**.

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

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

3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

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

Where

Ps = Points scored for price of bid under consideration

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Pt = Price of bid under consideration
 Pmax= Price of highest acceptable bid

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

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

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

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

7. BID DECLARATION

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

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

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

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

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO**

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9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.

(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned	Level Two (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 end EME beneficiaries to increase their operational or financial capacity.	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

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GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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1.12 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a 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

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.

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- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

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14. Spare parts

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

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons

why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof.

Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Limitation of liability

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

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31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

Js General Conditions of Contract (revised July 2010)

**WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING**
BID OPENED @ 11:00
05 September 2025
1)..... 2)
SIGNED SIGNED

