



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

BID NUMBER: **WCGHSC 0205/2024**

CLOSING DATE: **29 APRIL 2025**

CLOSING TIME: **11:00**

RENDERING THE SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF CCTV CAMERA SYSTEMS FOR THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

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

BID DOCUMENTS MUST BE DEPOSIT IN THE DEPARTMENT'S STAINLESS BID BOX MARKED DEPARTMENT OF HEALTH SITUATED IN:

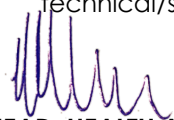
The foyer of the main entrance, Western Cape Government Building, 4 Dorp Street (next to Cape High Court) Junction of Dorp and Keerom Streets, Cape Town

1. Please ensure that bids are delivered **to the correct address on time before bid closing. Late bids** it will not be accepted for consideration and, where possible, will be returned unopened to the Service Provider (SP) accompanied by an explanatory letter. If you are uncertain about the location of The Departments bid box, please call the responsible official, The Department cannot be held accountable if the offer is deposit in the incorrect bid box and remains the responsibility of the SP. Mr. S Cloete at (021) 483 3559 for assistance during office hours. The bid box is generally open from 06h00 to 21h00 a day, 7 days a week. No SP's names or prices will be read out after closing time when the bid box is opened, and bids are removed by Sourcing officials.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the SP, 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.
4. **All SP's must be registered on the Central Supplier Database (CSD) at the time of bid closing.** SP's 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 SP's or SP's with a suspended registration will be deemed non-compliant and their bids will not be considered.** Any prospective unregistered SP must register as a supplier on the CSD *prior to bidding*.

	Central Supplier Database
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DIH@westerncape.gov.za

5. **Where a SP's tax compliance status cannot be verified or if a SP's tax status is non-compliant on the CSD, the SP will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
6. 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 and Wellness (WCDHW) for consideration of formal bids.
7. This bid is subject to the General Conditions of Contract (GCC), Special Conditions of Contract and terms and conditions stipulated in the SLA and Contract and all its Annexures. **The 80/20 Preferential Procurement Points System is applicable to this bid.**
8. SP's must submit their offers in a D-ring file or appropriate ring binder with file dividers between sections. SP's will not receive any advantage to include unnecessary information not requested in their offer. Only the mandatory documents and other information requested in the bid must be completed and submitted with the offer.

9. The Department will not allow nor accept SP's own terms and conditions to be considered. The Department will not accept nor consider an awarded contractor's demands to deviate from any requirements to their preference of any clause listed in this bid and its Annexures attached to it.
10. Please refer all supply chain management enquiries to email Salvadore.Cloete@westerncape.gov.za and all technical/specification enquiries to email @westerncape.gov.za



C Munnik

HEAD: HEALTH AND WELLNESS

DATE: 27/03/2025

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Department of Health and Wellness has a legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
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NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PART A
INVITATION TO BID

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

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

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

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

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

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

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

BID NUMBER:	WCGHSC 0205/2024	CLOSING DATE:	29 April 2025	CLOSING TIME:	11:00
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DESCRIPTION	
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The foyer of the main entrance
Western Cape Government Building, 4 Dorp Street (next to Cape High Court)
Junction of Dorp and Keerom Streets
Cape Town

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Salvadore Cloete	CONTACT PERSON	Richard Wehr
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TELEPHONE NUMBER	(021) 483 3559	TELEPHONE NUMBER	(021) 483 4014
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FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
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E-MAIL ADDRESS	Salvadore.Cloete@westerncape.gov.za	E-MAIL ADDRESS	Richard.Wehr@westerncape.gov.za
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SUPPLIER INFORMATION

NAME OF BIDDER	
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POSTAL ADDRESS	
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STREET ADDRESS	
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TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN		AND	CENTRAL SUPPLIER DATABASE NO:	MAAA
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
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IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF SERVICE PROVIDER:

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

DATE:

1. INTRODUCTION

1.1 Intent

This bill of quantities is intended to cover the supply of CCTV and LPR network in various areas at Health Facilities. Unit (item) prices are required. Successful bidders will form a panel of CCTV contractors that will be utilized to carry out installation and maintenance of CCTV installations, throughout the Western Cape Province, as and when required, over the three-year framework contract term.

Site assessments are not required for the purpose of tendering. After contract award the awarded contractor/s will do a site assessment of those facilities who require CCTV installation / maintenance, and the balanced rates will be used to cost the work.

1.2 Standards and Codes of Practice

1.2.1 All work shall be in accordance with the requirements of the latest SABS requirements, and ICASA.

1.3 Qualifications

1.3.1 The Contractor shall be deemed to be fully acquainted with the Works Information pertaining to this Project.

1.3.2 The Contractor shall furnish documents which give a complete description of the requirements wherein the proposal is specified or shown.

1.4 Scope of Works

1.4.1 Work included Design and provided all labour, materials, equipment and services and perform all operations required for the work as required to meet the Department's needs, in accordance with all applicable requirements of this Document, Health facility and its requirements.

1.4.2 The work, throughout, shall be executed to the highest standards and satisfaction of the Department who shall have the authority to reject any work and materials which, in its judgement, are not in full compliance with the specifications.

1.4.3 The Contractor shall be fully responsible for his work, up to and including its completion, and shall replace any works which may be damaged, lost or stolen, without additional cost to the Employer during such period. The Contractor shall protect the building and its contents against damage by him, his Employees or Sub-Contractors and shall make good any damages thereto without any additional cost to the Employer. The Contractor shall indemnify the Employer and Principal Agent from and against all liability for damages arising from injuries or disabilities to persons or damage to property occasioned by any act or omission of the Contractor or any of their Sub-Contractors, including any and all expenses, legal or otherwise, which may be incurred by the Employer, or in the defense of any claim, action or suit. **The Contractor shall be responsible for any rubble and/or obsolete equipment caused by his work, to be kept in orderly piles at a pre-arranged spot for removal by the Contractor before the Contract is completed.**

1.4.4 Except for such changes as may be specifically approved, all work shall be in full accordance with the intent of this document, complete in every detail and ready for satisfactory and efficient operation when delivered for Final Acceptance.

1.4.5 The Contractor shall warrant that the materials and workmanship shall be in accordance with the recommended manufacturer / OEM, that the equipment shall be installed in a practical and high-quality manner, in accordance with the best practices, and ready for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in detail in the document.

1.4.6 The Contractor shall thoroughly acquaint himself with the work involved and shall verify on-site measurements necessary for the proper installation of his work. He shall also promptly furnish any information necessary for the proper installation and shall co-operate with and co-ordinate the work of others as may be applicable.

1.4.7 Material damaged in transit shall be replaced without additional compensation. The storage of equipment / site establishment is the responsibility of the installer until installation commissioning.

1.5 Installation Programme

1.5.1 The Contractor shall immediately upon being awarded the Contract, produce a revised detailed programme of intent/ Work schedule from the one submitted within the original bid documentation. Such programme must set out the sequence of the construction time periods for the replacement and completion of each section of work as to enable Department of Health and Wellness to monitor the progress and compilation of forecasts for Payment for the entire contract.

1.5.2 The programme shall include in detail the sequence of events showing the critical path, time periods for the commencement and completion of any phases, for ordering of materials, supply of equipment and critical dates.

1.5.3 The Contractor shall clearly show in the Contract the time required for the **delivery of material to site after date of order** and the **complete installation** time required for the equipment.

1.6 Attendance at site meetings During Construction Period

1.6.1 Site Meetings shall be arranged at regular intervals during the contract period and the contractor, or his authorised representative must attend these meetings.

1.6.2 The Contractor shall ensure that all contractual obligations to the Department of Health and Wellness is met.

1.7 Guarantee

1.7.1 Equipment Guarantee

1.7.1.1 All equipment supplied shall be guaranteed against defect in design of material and workmanship for a minimum period of **Twelve (12) months** from date of Final Acceptance. Contractor signed off completion certificate of workmanship to be provided.

1.7.1.2 All equipment supplied must be agent verified. Proof to be provided upon request.

1.8 Rubble Clearance and Tenant Safety

1.8.1 Clear and cart away all rubbish and superfluous/obsolete equipment regularly so that no such rubble is evident to the officials, to be safe at all times against any possible injury by officials.

1.9 SUBMISSIONS

1.9.1 Documentation described in this section shall be submitted by the bidder with the original bid.

1.10 Product Data

1.10.1 Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.

1.11 Proposal Deviations

1.11.1 It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor's submitted proposal shall be clearly outlined in a separate document labelled. Only after the commissioning of the CCTV system will payment be processed.

1.12 Qualification Statements

1.12.1 Manufacturer

Submit confirmation and details of manufacturer's warranty, extended warranty, and replacement policies.

Submit list of available manufacturers provided, fee-based professional services available to the contractor or the owner including but not limited to training, installation, commissioning, remote diagnostics and integration with 3rd party software and hardware systems.

2. STATUTORY SUBMISSIONS

- 2.1 SP's are required to submit **valid and current, at time of bid closure**, original or certified valid copies of the following statutory documents which need to be fully completed, signed where applicable and returned in order to constitute a compliant offer. Failure to meet these statutory requirements, WILL disqualify your offer.
- 2.2 The following documents are compulsory requirements for this bid and must be included in the offer:
- 2.2.1 Proof of company's PSIRA registration certificate
 - 2.2.2 Letter of Good Standing from Workman's Compensation Fund (COIDA issued by Department of Employment and Labour)
 - 2.2.3 Submit a Health and Safety Plan of compliance to the OHS Act 85 of 1993 (Health and Safety Plan, Compliance with all listed Regulations and other legal paperwork and submit a copy to the Employer's Agent. Allow for PPE and fully functional and compliant safety equipment for the duration of the project (inter alia insurances, and all other expenses and liabilities associated with contractual obligations). This item is claimable, in part, for payment as a time-related cost during the execution of the contract)
 - 2.2.4 Proof of company's compliance with the PSIRA Act 56 of 2001
 - 2.2.5 Proof of the company's compliance with SANS Wiring code 10142-1 / 2
 - 2.2.6 Proof of company's compliance with SANS 1200
 - 2.2.7 Proof of company's Public Liability Insurance for the contract duration – R1 500 000.00. The Department will NOT deal with SP's Insurance Brokers.
 - 2.2.8 PSIRA Certification of authorized installer technician/s
 - 2.2.9 PSIRA Certification of authorized assistant technician/s
 - 2.2.10 Submit certified copy of confirmation that installer **[who will install this equipment and who will supervise installation of this equipment]** has received manufacturer training on the installation of software of the CCTV and LPR camera and network installation and is certified by the manufacturer on this equipment and that the training the installer received is current.
 - 2.2.11 List of equivalent installations with contacts and phone numbers. Submit a MINIMUM of three (3) references with contact information where bidder/s has installed items in this section.

3. EVALUATION CRITERIA

- 3.1 PHASE 1: Completing, submitting of offer/ bid document including bid forms, electronic pricing schedule, special conditions of contract and compliance to statutory documents of the bid.

During this phase the offer/ bid of the SP will be evaluated for compliance to the statutory documents of the bid (bid conditions) inclusive of all relevant bid documents being duly completed, signed and submitted as part of the bid and that all supporting documentation was provided in line with the conditions of the bid. Once statutory documentation is checked and verified for compliance, the compliant SP will progress to Phase 2 of the bidding process.

- 3.2 PHASE 2: Pricing and B-BBEE Preference Point scoring evaluation.
During this phase the committee will calculate the compliant SP highest points scored for the price and B-BBEE Level of contribution. Only SP's who has duly completed and signed the preference claim form (WCBD6.1) will be considered for B-BBEE status.
- 3.3 The successful SP will be required to complete and sign a written contract form WCBD7.1 and a Service Level Agreement (SLA).

4. PAYMENT

- 4.1 The Department shall, within 30 (thirty) Calendar Days of receipt of a detailed tax invoice, pay the SP's the once-off supply and installation cost based on the price breakdown as contemplated in the pricing schedule as set out in **Annexure A**, inclusive of Value Added Tax (VAT), for the Services, subject to the SP providing to the Department a completion certificate signed by the relevant representative of Security Services Management who confirms the satisfactory rendering of the Services during the tax invoice period.
- 4.2 The SP shall provide the Department with a tax invoice which must indicate the following:
- A breakdown of the Services rendered during the relevant period;
 - VAT registration number;
 - VAT payable; and
 - Total amount payable

- 4.3 The Department will verify the correctness of a tax invoice and notify the SP of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. Provided that the tax invoice is correct, and the Services have been rendered to the satisfaction of the Department, the amount due shall be payable.
- 4.4 If the Department identifies any material discrepancies, the tax invoice will be referred back to the SP, and the amount due will be payable within 30 (thirty) Calendar Days from receipt of a corrected tax invoice. Undisputed amounts on a tax invoice shall be paid by the Department.
- 4.5 No payment shall be made in respect of deliverables that are incomplete and not in line with the requirement of this contract.
- 4.6 All payments under this contract shall be made in South African Rand by way of an electronic banking transfer into the bank account of the SP (located in the Republic of South Africa), details of which will be specified in the relevant tax invoice, quoting the tax invoice number against which payment is to be made.
- 4.7 In the event of the Department paying the SP an amount in excess of the amount to which the SP is entitled to receive ("Excess Amount"), the SP shall upon demand refund any Excess Amount to the Department within 30 days.
- 4.8 If the SP fails to repay such Excess Amount immediately, upon demand:
- 4.8.1 The said amount shall be accrued interest at the ruling rate of interest applicable from time to time to debts due to the State in accordance with section 80 of the Public Finance Management Act. 1 of 1999, which the overpayment was made until the date of repayment; and
- 4.8.2 The Department shall be entitled to set off the Excess Amount, together with interest calculated, from any payments due to the SP in accordance with the provisions of this Agreement.

5. PENALTIES

- 5.1 Penalties will be levied against the SP for every non-functional or any part of the system which the SP fail to repair or replace in a timorously manner. The said penalties will be determined as per the table below.
- 5.2 Call-out response time and applicable penalties.
It is expected of the SP to relate his actions in respect of callouts, repairs and general maintenance to specific prescribed response and repair times. Depending on the urgency of the call-out, the response times may vary, and the table below indicates maximum timespans.

Callout Type	Response Time	Penalty per Hour
Emergency Callout	2 Hours	R1000.00
Urgent Callout	6 Hours	R600.00
Normal Callout	48 Hours	R350.00

- 5.3 The Department shall inform the SP in writing of the penalties and the value to be imposed and provide the SP with a copy of the corresponding penalty document.

6. MAINTENANCE / MATERIAL SUBMITTALS

- 6.1 Equipment to be delivered to the owner / facility in its original packaging.
- 6.2 All packaging must be kept in good condition and used as appropriate for any Returns to Manufacturer.
- 6.3 The SP will be responsible for the safekeeping of any equipment until site handover / commissioning.
- 6.4 The maintenance agreement will take preference over initial contract.
- 6.5 Should the maintenance agreement with the contractor lapse and the WCDHW Contract be extended, the list of registered contractors must be invited via ePS to submit quotations for the CCTV system maintenance.

7. STANDBY TECHNICIAN

7.1 Name and mobile contact number of qualified technicians, employed by bidder that will service the listed CCTV camera system and related equipment and be on 24-hour standby:

Name: 24-hour Contact Number:

Name of Tenderer:

Contact Number:

Email Address:

7.2 The awarded contractor must timeously inform the WCDHW in writing should these details change.

8. QUALITY ASSURANCE

8.1 Experience

The manufacturer must have at least five (5) years of experience in the installation of CCTV, LPR and Facial Recognition equipment, as well as in supplying the relevant equipment.

8.2 Installers

All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.

Certification for authorized integrators/electronic technicians shall include, as a minimum, for the installation and service of the equipment provided.

9. CERTIFICATIONS AND STANDARDS

9.1 Warranty

9.1.1 The Contractor shall provide a written documentation outlining the warranty of the manufacturer(s) product and the contractor's installation. The warrantee of the complete installation of all equipment to be free from defects in materials and workmanship for a period of:

9.1.1.1 Manufacturer warrantee – Installer to provide proof of manufacturer warrantee period with a minimum of twelve (12) months and thirty-six (36) months for all other parts

9.1.1.2 Thirty-six (36) months workmanship warrantee

9.1.2 During the warranty period, manufacturer shall provide direct support to the owner via online, phone and email, access to training and education in the form of documents, videos and other materials via online from a secure site

9.1.3 Contractor shall provide any software maintenance patches and version updates or upgrades at no-additional cost to Owner for a period of at least three (3) years.

9.1.4 The Contractor will provide a cost budget for up to three (3) years for the maintenance and firmware and patch upgrades to the system from the manufacturer.

9.1.5 The cost analysis must clearly define all contractor and manufacturer costs expected.

9.1.6 It is important to install a system that will be upgradable, expandable and integratable.

9.1.7 The bidder is required to submit rates as per the Bill of Quantities.

9.1.8 Should the contractor be identified to be in **breach of the warranty conditions and non-responsive to requests for maintenance** within a period of fourth eight (48)-hours the WCDHW reserves the right to terminate the SP's contract and have the equipment supplier negotiate terms with one of the remaining contractors to fulfil the terms of the contract.

9.2 Bidders may be asked to provide additional information during the Bid evaluation process.

9.2.1 Bidders offers will only be accepted if all schedules are duly completed and proof where required, has been submitted and,

9.2.2 The bidder has not failed to perform on any previous contract and has been given a written notice to this effect.

9.2.3 All bidders registered or appearing on the National Treasury defaulters list or restricted list will be excluded and not considered.

GENERAL REQUIREMENTS: PRELIMINARY AND GENERAL COMPLIANCE

The contractor shall provide the following during the duration of the framework contract:

ITEM		YES	NO
1.	PRELIMINARY AND GENERAL COMPLIANCE		
1.1	To provide relevant Health and Safety documentation and comply with the Occupational Health and Safety Act requirements		
1.2	To attend site and technical meetings		
1.3	To provide all insurances as required		
1.4	To provide and maintain a contract program		
1.5	To provide asset register and log installation dates of all cameras to keep track of warranty periods		
1.6	To supply a project file which will be handed over at completion of the Project. This should include all as-built drawings indicating position of equipment installed, cable routes, IP addresses of equipment and full equipment schedules. Including all equipment user names and passwords used to complete this bid.		
1.7	All pricing provided shall be fixed for the duration of the contract, however, pricing will be reviewed at the discretion of the Department should the exchange rate or CPI fluctuate by more than 10%. In such a case the additional cost will be absorbed by the Department should there be an increase, however, should the exchange rate improve by more than 10% the discount must be passed on to the Department by the successful bidder.		

SPECIFICATION AND PRICING**1. ABBREVIATIONS**

Acronym	Full Form
BMS	Building Management System
CCTV	Closed Circuit Television
CDC	Community Day Centre
CHC	Community Health Centre
EC	Emergency Centre
EMS	Emergency Medical Services
FPL	Forensic Pathology Laboratory
HDMI	High-Definition Multimedia Interface
HD-SDI	High Definition - Serial Digital Interface
IMS	Information Management System
IP	Internet Protocol
IPS	Images (Frames) per Second
IUSS	Infrastructure Unit Support Systems
LPR	Licence Plate Recognition
MOU	Maternity and Obstetrics Unit
NVMS	Network Video Management Software
NVR	Network Video Recorder
ONVIF	Open Network Video Interface Forum
PoE	Power over Ethernet
PSIRA	Private Security Industry Regulatory Authority
RAID	Redundant Array of Independent Disks
SAIDSA	South African Intruder Detection Services Association
SANS	South African National Standards
SSRA	Safety & Security Risk Assessment
TB	Terabyte (1000 Giga Bytes)

UAMP	User Asset Management Plan
VGA	Video Graphics Array
VMS	Video Management System
WCDHW	Western Cape Department of Health and Wellness
WCGI	Western Cape Government Infrastructure

2. PURPOSE AND INTENT

The purpose of this document is to establish a functional guide for CCTV camera system at WCDHW facilities to assist reducing the number of incidents of violence and crime and promote safety of patients, staff and visitors. This guide applies to all WCGH facilities, to EMS stations, Satellite Clinics, Clinics, CDC's, CHC's, FPL's and District, Regional and Central/Tertiary Hospitals. The guide may also be used to inform CCTV system maintenance and installations at other facilities such as Nursing Colleges, Residences and general offices.

WCDHW intends installing cost-effective, functional, reliable and quality high-definition IP CCTV surveillance systems where properly motivated via a suitable needs analysis and SSRA. This will be achieved internally by WCDHW via the 16A procurement process utilizing a Framework Agreement as directed by the FIM Chief Directorate. Refer to Annexure A(e) – SOP.

Note: Where capital projects for new or replacement facilities or RR&R projects are implemented by WCGI or other Implementing Agent, CCTV installations may be included in these projects.

The facility must support the system with the related operational staff and have the capability to monitor and respond to activity detected on the surveillance systems. Off-site monitoring is also being gradually implemented via the Framework to assist facilities with this.

Ultimately, as a deterring factor, this may benefit staff, patients and visitors, protecting the rights and dignity of the public and preventing or deterring crime as far as possible.

3. SECURITY AND SURVEILLANCE POLICIES

The overall security design must ensure that people and property within the premises are safe. Current WCG security policy does not define surveillance (CCTV) requirements for Healthcare Facilities.

As a start, the IUSSI recommends that CCTV cameras should be mounted at the facility's entry and exit points, entrances to surgical units, maternity units, delivery, neonatal and pediatric wards, and in pharmacies.

National Core Standards for Health in South Africa require that: - 7.3.1 – “People and property are actively protected from safety and security risks”. This details the: -

- safeguarding of buildings, patients, visitors and staff,
- protection of vulnerable patients,
- adequate lighting and
- reporting and addressing of incidents

4. CONTEXT

Part of the WCDHW Strategy¹ is to improve security services at facility level.

Security Post-Occupancy Evaluations at several facilities revealed the following technical and management issues as detailed below: -

- Maintenance difficulties with complex systems and multiple points of failure
- Some control rooms are not user friendly or not ergonomically designed and task lighting is inadequate
- Operators need to be constantly attentive and committed

CCTV system technology has developed rapidly from analogue-based systems and recorders/monitors to digital systems using IP addressable cameras with enhanced performance and improved signal transfer over cables to recording and monitoring equipment, which also have improved resolution and new analytical features. As a result, recently installed systems at some hospitals may produce inferior results to what is now currently available on the market and the Framework contract present opportunity to evaluate these systems for maintenance or upgrades on an ongoing basis.

Upgrading of existing systems will contribute to better results, with further benefit from the training of operators and management participation.

¹ National Core Standards for Health Establishments in South Africa, NDOH 2011, p43

² WCGH Strategic Plan 2020 – 2024, Strategic Objectives, Risk Statements

This guide was thus developed to inform designers and suppliers of surveillance systems to optimize designs, costs and effectiveness of systems in projects by taking cognisance of varying levels of security risk in different areas and providing appropriate and cost-effective systems. It has been compiled to provide a guideline for CCTV systems for Healthcare Facilities in the Western Cape.

It is to be issued for all projects which include CCTV installations at WCDHW facilities.

5. PERFORMANCE REQUIREMENTS

The following technical and human factors are required for successful surveillance:

5.1 Camera Locations

Refer to the project SSRA and this guide for recommended placement of CCTV cameras and monitors.

Monitors should be placed where they can be regularly if not continuously, monitored.

CCTV cameras shall be mounted high enough near the ceiling or in vandal-proof housings to prevent tampering (especially in Psychiatric Units), while being able to capture the required scene effectively, including facial recognition and vehicle/driver details where appropriate, i.e. caps or visors should ideally not shield facial details. As lighting and glare may cause over-exposure of certain areas in an image, care should be taken with the mounting of cameras. This will ensure that the maximum amount of detail can be viewed and/or recorded.

For psychiatric units, where necessary, cameras may be provided with additional protection in the form of vandal-resistant cages, but without impeding camera view or operation.

Camera positions shall be coordinated with signage design and placement/installation to prevent clashing and depth of field obstruction.

5.2 Camera Performance

The general trend is for CCTV cameras to be housed in dome shaped bodies as this adds extra protection, is easier to mount and appears elegant. Due to miniaturization of components the latest trend is towards mini domes, which are cheaper. Cameras can broadly be classified as follows (from low to high cost):

- Standard IP cameras (fixed lens) of 3 - 5-megapixel resolution and working at a minimum of 5 lux lighting levels for monochrome images and a minimum of 15 lux lighting levels for colour images are sufficient for most outdoor applications. Indoor cameras require lighting to be maintained at the minimum levels prescribed in SANS for Healthcare Facilities, and the IUSS.
- Indoor varifocal (zoom) IP cameras may be used to monitor large areas such as waiting rooms.
- Outdoor cameras should be able to operate from 1 lux during evening and any daytime condition. These cameras may have either bullet or dome shaped bodies. They need proper exterior lighting to achieve good results during the evening.
- Controllable PTZ (pan tilt zoom) cameras are suitable for large outdoor areas with low activity like e.g. parking lots. Adequate outdoor lighting is very important.

Notes:

- In general, 3 -5-megapixel cameras offer quality images with adequate resolution so that people can be recognized, even after the picture is zoomed. (If megapixel rates are increased there may be a risk that camera information may flood the network resulting in delays or distortions)
- The camera field of view is determined by the focal length of the lens (to be specified at design stage). It is advisable for standard footage that the field of view be specified so that a human figure will occupy at least 20% of the image. This will ensure easy recognition.
- Cameras with infra-red illuminators are suitable for distances up to 20m but use of appropriate lighting to aid standard cameras is more cost-effective.
- Before Works Completion the contractor must verify camera positioning and focus settings by submitting a flash memory with video clips (indexed) of each camera in daylight and night-time conditions.

5.3 Network Video Recorder (NVR) Performance and Settings

NVR's form the heart of the surveillance system as they perform the recording and viewing functions of the system. Most video parameters are set at the NVR, namely: -

- Recording periods which are determined by motion detection settings.
- Motion detection setting (mask/matrix) of every camera and sensitivity.

- Motion detection pre-incident and post-incident recording time settings.
- Bit rate, and compression rate (H.264/MPEG-4 Part 10 compression is to be used).
- Viewing options, namely number and size of images on screens.
- Frame rates are to be customized for every camera according to the application. The maximum (adjustable) frame rate is 25 frames per second required for busy scenes. This however consumes much bandwidth and can thus be adjusted for lower activity scenes (e.g. at stores) at a frame rate of 2 frames per second which will result in about 10 times less data usage.

5.4 Control Room & Operations

The single most important aspect of CCTV monitoring is the human operator. Thus, the control room must be optimally and ergonomically planned. The placing of screens should stimulate operator interest and attention.

Operators should be well trained and motivated. The control room manager should play a key role to ensure that this happens. When monitoring is outsourced or monitored off-site there should be minimum performance specifications.

The following is important regarding recording: -

- CCTV footage is to be retained for a minimum period of 30 days
- Images are to be clear
- Watermarking and time stamping are needed for purposes of court evidence
- Easy and speedy retrieval of information

CCTV systems installed at various facilities owned by WCDHW are essentially utilized by healthcare staff who do not normally have electro-technical, audio-visual or surveillance detection experience, but rely on a security system to work and be operated and manned/monitored by trained security personnel. This implies the necessity for additional security staffing to observe CCTV monitors, who should be employed by the end-user.

In the case of psychiatric units/wards however, monitoring of private areas or seclusion rooms is only carried out by qualified medical staff, while public and external areas are covered by security personnel.

Head Pharmacists may request monitors in the Pharmacy/Pharmacist Office, but it is more cost effective to monitor at a central facility location. This can be determined during compilation of the project Brief.

5.5 Hardware Location

For smaller facilities CCTV monitors should be placed at Reception, in order to allow continuous monitoring. It is not considered effective placing monitors in the main entrance guard hut.

Recommended locations are shown in Section 8 for the various types of facilities.

The hard drive system is connected to the NVR and normally kept in a secure room or enclosure/closet to prevent tampering. A playback feature will allow authorized security persons to check recorded footage for identification purposes should an investigation be necessary.

5.6 Lighting

For optimal camera performance, lighting should be maintained at the minimum levels prescribed in Table 1 of SANS 10114-1 and in the IUSS Health Facility Guides².

It must be noted that standard cameras can operate satisfactorily at 5 lux. At lower levels, specialized cameras may be required which are expensive (over R10,000). At levels less than 0.1 lux (moonlight), camera prices increase beyond R20,000 (for example cameras with built-in adaptive infrared illumination).

As a general rule in CCTV monitored zones, lighting should be maintained at a minimum colour temperature of 3000K with a colour rendering index (CRI) of at least 60 for exterior areas and 80 for interior areas. Infrared detection systems may be used where sufficient lux levels are difficult to achieve and monitoring is crucial for security purposes – Note that these cameras can be expensive, and approval is to be obtained from the Electrical Engineer: Directorate Infrastructure Planning.

Additionally, the specific requirements regarding the lighting design for CCTV installation mentioned in Section 8 of SANS 10389-2 shall be considered.

5.7 Power Supply

CCTV systems shall be powered via a UPS to ensure that the recording system remains functional while power supply is transferred to an emergency generator (as applicable) during a mains power failure.

The UPS shall be positioned in a secure location or preferably in the control room near the recording system, where applicable.

For small systems a small rack-mount UPS must be installed in a server room or the CCTV electronics cabinet where there is adequate cooling capacity.

Batteries must be checked regularly and replaced when required.

6. DESIGN PHILOSOPHY

6.1 CCTV Technical Assessment

The placement of CCTV cameras is determined from the CCTV Technical Assessment, which informs decisions on overall strategy and camera placement at design stage. The CCTV Technical Assessment follows on the following steps 3 4 :-

- Assess the surrounding areas/neighbourhood
- Assess the location/site
- Assess the nature of the service
- Assess the existing security situation
- Conduct a security risk assessment

The CCTV Technical Assessment consists of an analysis of assets, threats, vulnerabilities, likelihood of the location being targeted and consequences. This is applied to staff, patients, visitors, equipment and supplies, personal belongings, property and vehicles.

Facilities have a limited budget for security and an optimal match must be found between security guarding personnel and monitoring personnel.

6.2 Technical Design Factors

Following on the SSRA and identification of camera positions the following broad design decisions must be taken: -

- The CCTV system shall be an IP colour CCTV system, with an Fiber / IP backbone, minimum Cat 6a FTP.
- The CCTV LAN network is to be separate from the WCG ICT Enterprise LAN/WAN network.
- It is recommended that the system integrate seamlessly with access control and intrusion detection systems, i.e. communication to view/record access/intrusion incidents.
- The system is to be manageable regarding the number and layout of screens. Images are to be pulled up to screens with the minimum effort.
- the system must conform to EIA568 (Ethernet) specifications with redundancy for 10 Gbps using CAT6a cabling.
- The control room is to be placed adjacent to the server room where possible (which houses the NVR server) for video quality purposes and ease of maintenance.
- If the facility is large enough, the control room should be used for monitoring all security, fire and BMS services at a single venue on a 24-hour basis. The control room should also be used as an evacuation service if it is to be manned 24/7.
- The system shall be capable of linking to an off-site security company for off-site monitoring.
- The CCTV system must be compatible to ONVIF 2.2 profile S.
- The video images must be sharp, clear and stable and of a quality suitable for Monitoring, Detection, Observation, Recognition or Identification of individuals within the protected area;
- The system shall record all cameras at a minimum resolution of 1080p, stored for a minimum period of 30 days at full frame rate. The system shall be set up so that only authorised persons may view recorded and live footage.

- The cameras shall be fitted with automatic light compensation (Wide Dynamic Range / High Dynamic Range) to provide compensation for variations over a wide range of scene brightness. Where identified in the risk analysis, cameras shall be installed to overcome the possibility of being blinded by bright lights.
- In well-lit higher security installations requiring video motion detection, the systems will identify spurious movements and discriminate out of normal environmental conditions. The system shall provide alarm condition detection / activation and fully interface with the electronic monitoring system.
- Infrared detection systems shall be used where sufficient lux levels are difficult to achieve and monitoring is crucial for security purposes.
- The system shall cater for advanced video technology features such as camera correction analysis, advance motion detection, back track analysis, and loitering. The system will identify and provide an alarm condition if any of the above features implemented are out of their pre-programmed parameters.
- The CCTV system should provide at least 5% spare capacity, to allow the addition of additional components such as cameras, increased video storage and monitors, without the need for upgrading the recording system.
- The system budget should cover staff and operator training, and regular maintenance.

7. DESIGN TABLES

The following tables are a general guide for CCTV camera coverage at facilities in high-risk areas where properly motivated via a suitable business case and supported by an up-to-date SSRA. The facility must have the capability to monitor and respond to activity detected on the surveillance systems concluded as such by the SSRA. An indication is also given of where monitors should be placed and where recording takes place and back-ups are made on the hard drive.

7.1 Satellite Clinics

CCTV systems are not installed at satellite clinics

7.2 Emergency Medical Services

EMS stations are 24-hour manned facilities and CCTV is not a requirement generally. There are no archival rooms, pharmacies or surgical units situated at these facilities. Emphasis is placed on perimeter security and intruder detection to protect valuable assets such as ambulances and medical equipment. In terms of the new Framework Agreement, EMS may make submissions to Security Services Management for implementation of CCTV systems on a case-by-case basis where safety and security is a concern.

7.3 Clinics

CCTV Cameras Placed to View	Monitor Placement	Recording Hard Drive
Pharmacy Entrance door from the outside Pharmacy inside area / Dispensary Records Room Entrance door from the outside Entrance and Exit Main Waiting Area	Reception	Records Room or Server closet

7.4 Community Day Centres

CCTV Cameras Placed to View	Monitor Placement	Recording Hard Drive
Pharmacy Entrance door from the outside Pharmacy inside area / Dispensary Goods Receiving / Deliveries Records Room Entrance door from the outside Entrance and Exit Main Waiting Area	Reception	Records Room or Server closet

7.5 Community Health Centres

CCTV Cameras Placed to View	Monitor Placement	Recording Hard Drive
Pharmacy Entrance door from the outside Pharmacy inside area / Dispensary Goods Receiving / Deliveries Records Room Entrance door from the outside MOU Entrance door if inside CHC building EC Clinical area EC Entrance way from the outside Entrance and Exit Main Waiting Area	Reception	Records Room or Server closet

7.6 Forensic Pathology Laboratories

CCTV Cameras Placed to Cover	Monitor Placement	Recording Hard Drive
Perimeter Entrance and Exit Administration and reception Main Waiting Areas Admissions Yard Garage area Body-handling areas	Reception	Records Room, Security/Electronics Control Room or Server closet

7.7 District, Regional & Centre/ Tertiary Hospitals

CCTV Cameras Placed to Cover	Monitor Placement	Recording Hard Drive
Entrances to Theatres EC Clinical area EC Entrance Pharmacy Entrance outside Pharmacy inside area / Dispensary Pharmacy delivery areas outside Labour Wards entry/exit Ante-natal Wards entry/exit Neonatal Wards entry/exit Post-natal Wards entry/exit Pediatric Wards entry/exit Archival Area (Records Rooms)	Nurses stations Security Control Room	Records Room, Security/Electronics Control Room or Server closet

Entrances and Exits		
Main Waiting Areas		
Lift lobbies and Staircase landings		

7.8 Acute Psychiatric Units

CCTV Cameras Placed to Cover	Monitor Placement	Recording Hard Drive
Connecting passage to hospital Arrival portico & wind lobby Security desk Security point/ entrance Visitors waiting area Holding Bay Clinical interview room Multi-purpose clinical interview room Offices (if used for consulting) Central nurses' station Wards Ablutions (Only facing common basin areas) Single rooms Seclusion observation room Isolation room Treatment/Procedure room Clinical interview room Common rooms Quiet room Passage areas Secure outdoor courtyards	At Nurses' station or Psych unit control room Additional monitoring at adjoining hospital Security Control Room may be required if cost allows	Records Room, Security/Electronics Control Room or Server closet

DEFINITION OF PRICING STRUCTURES

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

1. Firm prices

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

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

- 1.2 Firm prices linked to fixed period adjustments, i.e three tier prices (firm 1st, 2nd and 3rd year prices), only subject to the variables indicated in the above paragraph.
- 1.2.1 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

Note: All claims for rate of exchange must be made **within 60 days of delivery** in order for service providers to qualify for price adjustments.

Any advantage due to a more profitable exchange rate must be passed on to the Western Cape Government.

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

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

2. Non-firm prices

Non-firm prices are prices **linked to proven adjustments**.

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

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

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

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

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

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

Where:

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

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

- 3.1 Indexdated Indexdated Indexdated
 Indexdated Indexdated Indexdated

- 3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

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

PLEASE NOTE: Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

- 3 **Definitions**

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

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

“business interest” means -

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

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

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

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.

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 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;

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“Family member” means a person's –

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

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

“Institution” means –

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

“Provincial Government Western Cape (PGWC)” means

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

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

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

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.

TABLE A

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

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.

TABLE B

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

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

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.

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
------------	--	-----------	------------

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 person 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 webfacility, 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.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm;

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

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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.

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

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

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

1. DEFINITIONS

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

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

2. GENERAL CONDITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 Type of company/firm (Select applicable option)

☐	Partnership/Joint venture consortium
☐	One-person business/sole propriety
☐	Close corporation
☐	Public company
☐	Personal liability company
☐	(Pty) Ltd
☐	Non-profit company
☐	State-owned company

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

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

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

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

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) or (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

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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20. Subcontracts
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31. Notices
32. Taxes and duties
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34. Prohibition of restrictive practices

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 facility" means delivered and unloaded in the specified store or depot or on the specified facility in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a 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. 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-facility 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-facility, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the 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
Restrictive
practices**

- of**
- 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.