



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

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR THE PERIOD THREE (3) YEAR.

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING DATE: **20 December 2024**

CLOSING TIME: **11:00**

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

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** situated in the foyer of the main entrance of the Western Cape Government Building 4 Dorp Street (**next to the Cape High Court**) at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **06:00 – 21:00 a day, 7 days a week**.

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

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

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

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

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

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

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

Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures **7 days** prior to bid closing. Any request for clarification must be submitted by email to Dineo.Tong@westerncape.gov.za

Answers to any written queries referred to SCS in accordance with the above-mentioned paragraph will be responded to via email, which information will also be published on the E-tender portal at <https://www.etenders.gov.za/> **3 days** prior to bid closing.

C Munnik

for HEAD: HEALTH AND WELLNESS

DATE: 19/11/2024

**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 0423/1/2024	CLOSING DATE:	20 December 2024	CLOSING TIME:	11:00 am
DESCRIPTION	PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR THE PERIOD THREE (3) YEAR.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Western Cape Government Building 4 Dorp Street Cape Town (next to the Cape High Court)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms D Tong	CONTACT PERSON	Nabeel Ismail		
TELEPHONE NUMBER	021 483 3798	TELEPHONE NUMBER	021 483 3951		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER			
E-MAIL ADDRESS	Dineo.Tong@westerncape.gov.za	E-MAIL ADDRESS	Nabeel.Ismail@westerncape.gov.za		
SUPPLIER INFORMATION					
NAME OF SERVICE PROVIDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN	[TICK APPLICABLE BOX] Yes No				

NATIONAL ACREDITATION SYSTEM (SANAS)			
[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]
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? NO		YES	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO		YES	
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.
2.1. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
3.1. 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.
4.1. THE SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 SERVICE PROVIDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
3.1 SERVICE PROVIDERS 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.
4.1 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILED THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
5.1 SERVICE PROVIDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
6.1 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.
7.1 WHERE NO TCS PIN IS AVAILABLE BUT THE SERVICE PROVIDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
8.1 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: February 2023

COMPULSORY SITE VISIT

ALL BIDDERS ARE REQUIRED TO ATTEND A COMPULSORY BRIEFING SESSION TO ACQUAINT THEMSELVES WITH THE SCOPE OF THE SERVICE TO BE PROVIDED AS DETAILED IN THE BID SPECIFICATIONS.

THE DETAILS OF THE BRIEFING SESSION ARE AS FOLLOWS:

Only one representative will be allowed at the briefing session.

DATE : 05 Decemer 2024

TIME : 9h00 am -12h00 am

**VENUE : Bellville Health Park Auditorium – on the Premises of Karl Bremer Hospital,
Frans Conradie Drive, Bellville West, Cape Town**

CONTACT PERSON : Marshall Engle or Nabeel Ismail

CONTACT NUMBER : 021 483 8918 / 021 483 3951

We kindly request that all Bellville Health Park visitors make use of the enclosed parking opposite the road, park in an orderly manner even on the open areas that is not marked or painted.

Please note!! The parking works on a First come basis and if the parking is full visitor need to find an alternative parking and Not park in / Box in other vehicles.

NB: FAILURE TO ATTEND THE BRIEFING SESSION WILL INVALIDATE YOUR OFFER.

NO BIDDER WILL BE ALLOWED AFTER THE SAID TIME; LATE COMERS WILL BE DENIED

ACCESS TO THE MEETING

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A OCCUPATIONAL HEALTH & SAFETY TRAINING WITHIN THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A PERIOD OF 36 MONTHS (INTENDED PERIOD 1 JANUARY 2025 – 31 DECEMBER 2028)

1. PURPOSE

The Department of Western Cape Government: Health and Wellness wishes to invite potential bidders to provide **Occupational Health and Safety Training Services** to the Western Cape Government Health & Wellness: for a period of 36 (thirty-six) months.

2. BACKGROUND

- 2.1 A service provider is required to render Occupational Health and Safety Training services to equip employees with skills to maintain a safe, healthy working environment in the Western Cape Government: Health & Wellness (WCGHW).
- 2.2 The WCGHW will be serviced under this Occupational Health & Safety contract for all its' employees (permanent, contract, interns).
- 2.3 The WCGHW has 32 198 employees located across Metro and Rural areas (Annexure: Site Structure List).

3. DEFINITIONS

Permanent Staff Member	A permanent employee is an individual who is employed on a continuous, ongoing basis without a predetermined end date to their employment.
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4. SCOPE OF SERVICES

- 4.1 The WCGHW needs to appoint an experienced service provider to render Occupational Health and Training services to its employees. The Western Cape Government: Health & Wellness defines Occupational Health and Safety Training as services aimed at promoting workplace health and safety. They include training, assessments, consultations, and interventions to prevent injuries and illnesses, manage hazards, and ensure compliance with regulations. These services involve educating employees about occupational health and safety issues and equipping them with relevant skills.
- 4.2 The Western Cape Government: Health & Wellness invites prospective bidders to provide a detailed proposal (narrative), preceded by an Executive Summary, responding to the range of services stipulated hereunder:
- 4.3 The appointed service provider will be required to sign a Service Level Agreement (SLA) with the Western Cape Government: Health & Wellness.
- 4.4 It is recommended that the service provider avails an electronic platform where bookings, certificates, reports, and materials are accessible to WCGHW employees.
- 4.5 The range of services is referred to below. Bidders must respond to the full range of services as set out in Table 2.
- 4.6 All services mentioned must be accessible as per contractual obligations irrespective of loadshedding and/or technical challenges. Alternative arrangements must be made.

COMPULSORY CONDITIONS OF BID

Each bidder must indicate with an "X" in Table 2 below whether it complies with the compulsory conditions of the bid (to the extent that these are applicable to the bidder). Bid documentation must be supported with the relevant evidence set out for each of the requirements indicated in Table 2 below. In the event that a bidder fails to indicate with an "X" whether it complies with the compulsory conditions of the bid set out in Table 2 below, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions of the bid set out in Table 2 below. Unless otherwise indicated in Table 2 below, any bidder that does not comply with the compulsory conditions of bid applicable to its bid, and/or any bidder that does not provide the evidence requested below in respect of its bid, will not proceed to the evaluation phase of this tender process.

Table 1: Compulsory Conditions of Bid

COMPULSORY CONDITIONS OF BID		Compliance	
		YES	NO
1	Each bidder must attend a compulsory information session held face to face on: Date: 5 December 2024, Time: 9h00 am - 12h00 am Venue: Bellville Health Park Auditorium a) The compulsory information session will be used to answer any questions that potential bidders may have in relation to these Terms of Reference.		
2	The bidding company must have proven experience in delivering an OHS Trainings services within the Republic of South Africa. In this regard, please provide a company profile indicating the following: a) The range of OHS Training services provided as required in this bid; b) List of clients served; c) Experience of the Executive Management Team; d) Experience of Training facilitators; e) The bidding company must be registered with Relevant Training Authority, aligned with the applicable unit standard, and copies of valid registration must be provided with the bidding documents. The WCGHW reserves the right to independently verify registration. An indication of the bidding company experience must be provided.		
3	The bidding company must be able to demonstrate the following ability: a) Serve all clients in English, Afrikaans and Isixhosa. b) For all of the services mentioned in this bid, there must be a spectrum of training facilitators personnel across the Western Cape Province and must be available in all the regions. c) Training facilitators still in the employment of WCGHW will not be accepted. In regions or rural areas where there is a shortage of skills, the service provider must ensure that the training facilitators travel to where the client is. The WCGHW reserves the right to request specific training facilitators.		

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
NOTE	In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide a comment or make reference to the attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood the conditions by writing "Yes" or "No" in the next column.	
1.	RANGE OF OHS TRAINING SERVICES:	
1.1	The service provider will provide and perform the following training services to the Western Cape Government Health and Wellness ('WCGHW'): • Perform Basic Life Support and First Aid Procedures Level 1 • Provide Risk-based Primary Emergency Care First Aid in the Workplace Level 2 • Fire Fighting Level 1 • Fire Fighting Level 2 • Incident Investigation • Emergency Evacuation Training • Managerial Occupational Health and Safety (OHS) Management and Responsibilities Training • OHS Representative Training • Health Risk Assessment (HRA) or Hazard Identification and Risk Assessment (HIRA) Training The focus will be on the training of all WCGHW Employees at Health Care Facilities across the whole department and all levels of care in the WCGHW. To provide occupational health and safety training, as reflected above, with opportunities and support to acquire the knowledge, attitudes, and skills needed to enhance the competence and performance of individuals in performing the duties and tasks for which they are employed. Create a learning culture by stimulating, guiding, and promoting the development of our employees.	
1.2	CONTRACT PERIOD This agreement shall be subject to the conclusion of the contract forms, completed bid document, and the General Conditions of Contract, and shall remain in force for 36 months and terminate on the last calendar day of the 36 months.	
1.3	Target Group Training will be provided to all WCGHW employees at healthcare facilities across the whole department and all levels of care in the WCGHW. Employees will be identified and selected by the WCGHW Note: The WCGHW will provide a minimum number of 10 learners required per training session for face-to-face and synchronous online sessions, therefore request that pricing be given per learner. The estimated quantities are not confirmed and may be subject to change. In the event the department does not meet the minimum enrollment requirement, the service provider will be notified by the department at least 7 days prior to the class date. Opening Training Classes to Private Clients If the minimum enrollment for a class is not met, the service provider may open the class to private clients to ensure it proceeds as scheduled. The service provider must notify the department at least 7 days in advance. The number of participants to be trained will depend on the service demand and funding allocation per annum. All facilities under the control of WCGHW will be allowed to procure against the central contract.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	Training to be provided to WCGHW employees situated across 6 regions and satellite offices: All Districts and Institutions within the Department of Health; Metropole (divided into 4 substructures Northern/Tygerberg, Khayelitsha/Eastern, Southern/Western, Klipfontein/Mitchells Plain); West Coast; Garden Route; Central Karoo; Cape Winelands & Overberg.	
2.	SECTION 2 - The bid process	
2.1	Closing date of bid 20 December 2024 Friday, at 11:00 am Validity of bid 60 days from closing. Registration as interested party Following the publication of the invitation to bid, the bidders requesting bid documents will be registered as interested parties	
3.	SECTION 3 - Instructions for completing bid documents	
3.1	Please provide all compulsory documents required in the bid invitation in the full name of the bidder.	
3.2	Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder.	
3.3	Please complete all the documents and forms provided in this bid document and furnish all the requested information.	
3.4	Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the specifications in that subsection.	
3.5	A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.	
3.6	It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.	
3.7	If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.	
3.8	You are permitted to submit testimonials to support your statements of competence and must confirm that these are true and accurate reflections of the service which you intend providing.	
3.9	If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.	
3.10	Please provide an index/summary of all supporting documents with your bid response.	
3.11	The absence of evidence required to prove your compliance with the bid specifications will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.	
3.12	Re-typing, pdf or other digital conversions and/or amendment of the original bid document are not allowed and will invalidate your bid response.	
3.14	Response fields that have been left blank intentionally or unintentionally, have been marked with a 'ü', 'x', or other symbols will be considered non-responsive to the particular question.	
4.	SECTION 4 - Bid clarity	
4.1	(i) The Department reserves the right to request clarifying information from a bidder. (ii) Bidders or interested parties may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, so as to promote the principle of unbiased communication with the parties.	
4.2	All potential bidders may ask for clarification on the Terms of Reference or any of its Annexures up to close of business 5 working days before the deadline for the submission of bids. Any request for clarification must be submitted by email to Dineo Tong (Dineo.Tong@westerncape.gov.za) Answers to any written queries referred to SCS in accordance with the above-mentioned paragraph will be responded to via email, which information will also be published on the eTender portal at https://www.etenders.gov.za/.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
4.3	SECTION 4 - Bid clarity (continuation) The services, as referred to below, are on an "as and when required" basis. Bidders must respond to the full range of services as set out in the specification. It should be noted that all the services mentioned in specification are considered core OHS services and are ringfenced, meaning, the service provider cannot outsource these services to another service provider.	
4.4	The bidding company must have an operational (fully functional) regional office and account manager within the Western Cape Province. The physical address and list of people employed in this office must be submitted with the bidding documents. Bidder must also provide proof of such physical address (i.e., a certified copy of a utility bill not older than 3 (three) months, a certified copy of a lease agreement, a sworn affidavit). If the bidding company does not have an operational and functional office within the Republic of South Africa, the bidder offer will be deemed as non-compliant.	
5.	SECTION 5 - Bid awarding	
5.1	All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.	
5.2	Bids that are found compliant in terms of the mandatory, statutory and financial requirements will be evaluated.	
5.3	The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury Department and the WCGHW procurement parameters.	
5.4	The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation. Please refer to Evaluation Criteria.	
5.5	The WCGHW reserve the right to award this contract in full, multiple award or per district depending on the outcome of the evaluation criteria.	
6.	TABLE 2. RANGE OF SERVICES FORMING PART OF SERVICE REQUIREMENTS. TRAINING SPECIFICATIONS	
6.1	PERFORM BASIC LIFE SUPPORT AND FIRST AID PROCEDURES LEVEL 1	
	1. NATURE OF SERVICES REQUIRED	
	2. AIM: To equip learners with the necessary skills to perform first aid and provide immediate, short-term care given to a victim of an accident or sudden illness at the location where it occurred.	
	3. TARGET GROUP FOR TRAINING: WCGHW employees	
	4. COURSE CONTENT	
	What is a First Aider What does a First Aider do (scope?)	
	Anatomy and Physiology - Introduction to the human body - The different systems in the human body - How the different systems relate to each other	
	Cardiopulmonary Resuscitation (CPR) - Moving a casualty - Rescue carrying	
	Emergency Scene Management - What is an emergency scene? - Four steps for the management of an emergency scene	
	Protect the Emergency Scene and the Injured Person - Protect the emergency scene - Protect the first aider - Protect the injured person - Assess the vital signs of the casualty	
TERMS OF REFERENCE		Comments/Complies/

		Does not comply/Yes/No
6.2	Protect the Emergency Scene and the Injured Person (continuation) • How to place a person in the recovery position • Transfer/Movement of an injured patient Assess an Emergency Situation • Identify an emergency • Levels of priority • Identify the Causes of Emergencies • Cardiovascular emergencies • Breathing emergencies • Availability of first aid equipment • Seizures Treatment and Types of Injuries/Emergencies • Fractures • Spinal Injuries (movement and transfer) • Head Injuries • Burns • Wounds and Bleeding • Sprains and Strains • Cuts and Scrapes • Fever Emergency • Allergic Reactions • Poisons • Bites and Stings • First Aid for Nosebleeds • Choking, unconscious, confused, dehydrated victim Preventing Infections • What precautions can we take to get rid of infections • Signs of wound infection Referral for Medical Assistance Legal Implications of Giving First Aid Availability of First Aid Equipment • How can you apply first aid according to the current practice 5. MINIMUM STANDARDS OF SERVICE AS REGARDS TRAINING • Training: 50% theory & 50% practical • Evaluation: 30% theory & 70% Practical • Competency in CPR is compulsory • Certificate of Competency to be issued 6. DURATION OF COURSE 2 days PROVIDE RISK-BASED PRIMARY EMERGENCY CARE FIRST AID IN THE WORKPLACE LEVEL 2 1. NATURE OF SERVICES REQUIRED AIM: To build on knowledge acquired in Level 1 and to enable learners to perform first aid tasks on an intermediate level. 2. TARGET GROUP FOR TRAINING: WCGHW employees, candidates with a valid Level 1 certificate. 3. COURSE CONTENT Introduction • Revision of level 1 - Basic Life Support and First Aid Procedures • What are first aid requirements? • What does the legislation say? • What documentation is required? • What should all employees know about first aid? • Do I need to do a hazard assessment for first aid?	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
6.3	PROVIDE RISK-BASED PRIMARY EMERGENCY CARE FIRST AID IN THE WORKPLACE LEVEL 2 (continuation) 3. COURSE CONTENT (continuation) Dealing with Head Injuries • Levels of consciousness, • Monitoring and managing a head injury Thermal Stress • Heat stress • Managing cold injuries • Thermal discomfort • What are burns • How to care for a burn injury Management of Poisoned Patients and Protocols • Risk Management: Incidents / accidents • Claims Handling Keeping Records of Incident/Accidents • Communicate to relevant parties • Incident and accidents kept in accordance with current workplace procedures Referral for Medical Assistance Legal Implications of Giving First Aid 4. MINIMUM STANDARDS OF SERVICE REGARDING TRAINING • Training: 50% theory & 50% practical • Evaluation: 30% theory & 70% Practical • Competency in CPR is compulsory • Certificate of Competency to be issued 5. DURATION OF COURSE 3 days	
	FIRE FIGHTING LEVEL 1 1. NATURE OF SERVICES REQUIRED AIM: To equip learners with the necessary skills within health setting to perform: • Safe Fire Fighting • General Respect for fire • Make them aware of fire risks in the workplace 2. TARGET GROUP FOR TRAINING: WCGHW employees 3. COURSE CONTENT • Legal Requirements: Introduction to Occupational Health & Safety Act 85 of 1993 and related regulations • Causes of Fire in the Workplace • Fire Triangle • Symbolic Signs • Classifications of Fire • Types of Fire Fighting Equipment • Extinguishers • Fire Hose Reel • Fire Spread • Fire Prevention Goals • How to Prevent a Fire • Alerting the Fire Department in line with departmental protocols	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
6.4	FIRE FIGHTING LEVEL 1 (continuation) COURSE CONTENT (continuation) • Dangers of Fires • Safe Fire Fighting • Consequences of fire • Duties of a Workplace Fire Fighter • Contingency Plans • Evacuation Drills • Evacuating patients in a health setting • Conduct Fire Equipment Inspection • Reporting • Theory of First Aid in terms of fire • Practical demonstration; should include learners putting out live fires in a controlled environment at the service provider's premises. 4. MINIMUM STANDARDS OF SERVICE WITH REGARDS TRAINING • Service provider to have a fire permit to conduct live practicals and provide a space to conduct legal fire practicals, if a fire permit is not available the service provider to conduct training without a live fire. • Training: 50% theory & 50% practical • Evaluation: 30% theory & 70% Practical • Certificate of Competency to be issued 5. DURATION OF COURSE 2 days	
	FIRE FIGHTING LEVEL 2 1. NATURE OF SERVICES REQUIRED AIM: To equip learners with the necessary skills within health settings to perform: • Safe Fire Fighting • General Respect for fire • Make them aware of fire risks in the workplace 2. TARGET GROUP FOR TRAINING: WCGHW employees who have completed firefighting level 1 certificate. 3. COURSE CONTENT • Fire behaviour in the health environment • Common flammable substances in the health environment • Handling and storage of flammable substances in the health environment • Preventing electrical fires • Policies & procedures in case of a fire • Regulations and Bylaws regarding fire safety • Floor plan and evacuation procedures • Compiling an evacuation plan • Fire safety/prevention in health setting • Fire inspection at the workplace • Feedback and Report – based on practical exercise • How to use the phone and radio • How to utilise breathing apparatus (BA) 4. MINIMUM STANDARDS OF SERVICE WITH REGARDS TRAINING • Service provider to have a fire permit to conduct live practicals and provide a space to conduct legal fire practicals, if a fire permit is not available the service provider to conduct training without a live fire. • Training: 50% theory & 50% practical • Evaluation: 30% theory & 70% Practical • Certificate of Competency to be issued 5. DURATION OF COURSE 2 days	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
6.5	INCIDENT INVESTIGATION 1. NATURE OF SERVICES REQUIRED AIM: To equip learners with the capability to conduct a thorough incident investigation to determine the root causes. To present recommendations for the implementation of remedial actions to prevent recurrence of such incidents. 2. TARGET GROUP FOR TRAINING: WCGHW employees 3. COURSE CONTENT TO INCLUDE • Introduction to the Occupational Health & Safety Act 85 of 1993, • General Administrative Regulations and any relevant regulations. • Introduction to COIDA Act • Explanation of the incident investigator appointment letter • Describe the basic causes of incidents in the workplace • How to prepare an investigation tool kit • Identify the members of an investigation team • Follow a systematic investigation process • Identify the root cause of an incident • The incident and accident objectives and process • High Risk Conditions • Unsafe Acts • Witnesses and gathering information • Implementation and recommendation of hazard controls • Understanding the reporting of incidents & diseases: COIDA Act and OHS Act 1993, GAR Annexure 1 (accident and disease) forms (OHS Act 1993, Section 24 & 25) • Reporting to Health and Safety committee meetings • Practical exercises and case studies • Monitoring and feedback of incidents and corrective actions to management • Report writing 4. MINIMUM STANDARDS OF SERVICE REGARDING TRAINING • Certificate of Competency to be issued 5. DURATION OF COURSE 2 days	
6.6	EMERGENCY EVACUATION TRAINING 1. NATURE OF SERVICES REQUIRED AIM: To equip learners with the necessary skills to perform Evacuation Procedures within a health setting. 2. TARGET GROUP FOR TRAINING: WCGHW employees 3. COURSE CONTENT TO INCLUDE • Introduction to the Occupational Health & Safety Act 85 of 1993 and regulations • Evacuation terminology • Planning for an evacuation drill and drafting evacuation plans • Internal and external role players involved • Communication in Emergency Situations • Developing Emergency Evacuation Plan (General Information) • Emergency Evacuation Plan (Implementation) • Duties of Emergency Personnel e.g. fire marshal, OHS rep, firefighters and employees, etc. in the Workplace • Emergency Carrying / Transport Techniques / Kinetic handling Techniques of patients	

TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
6.7 EMERGENCY EVACUATION TRAINING (continuation) COURSE CONTENT TO INCLUDE (continuation) • What to do In Case of an Emergency • Different Types of Emergency Situations • Emergency Response Alarms • Emergency Assembly Points • Alerting the Emergency Services • Fire Emergencies • Bomb Threat Emergency • In the Event of a Medical Emergency • Re-Occupation after Emergency • Medical assessment and counselling • De-briefing (After Emergency) • Handling of violent patients and visitors • Practical Element (Fire Drills / Mock Drills- performed at a relevant WCGHW facility where possible) • Conduct practical evacuation and identify gaps and record the findings. • Prepare a summary report on findings together with recommendations for submission to OHS committee or other appropriate management in line with the Community Fire Safety By-law 4. MINIMUM STANDARDS OF SERVICE REGARDING TRAINING • Certificate of Competency to be issued 5. DURATION OF COURSE 2 days MANAGERIAL OHS MANAGEMENT AND RESPONSIBILITIES TRAINING 1. NATURE OF SERVICES REQUIRED AIM: To provide, at all levels of management, the principles of relevant current health and safety legislation and the consequences of non-compliance. 2. TARGET GROUP FOR TRAINING: WCGHW Managers, Middle Management, and supervisors with responsibilities for functions within the workplace that are related to the management of health and safety activities. 3. COURSE CONTENT TO INCLUDE OHS Act Legislation and Health & Safety Management in South Africa • Legislative History / health and safety legislation in South Africa • Civil and criminal liabilities Foundations and Principles of Health and Safety Management • Health and Safety management within the organisation • Principles of health and safety management Overview of the OHS Act • Overview of the OHS Act (The aim and scope; sections & regulations) • Significant terms and definitions The Legal Responsibilities of Interested and Affected Parties • Legal structure, statutory appointments and responsibilities • The role of the CEO and the general duties of management • Health and safety policy • The general responsibilities of employers towards employees (Information, communication; training and supervision - including supervision of machinery) • The general responsibilities of employers towards other persons • Responsibilities of employees • Acts or omissions by employees (Including the principle of vicarious liability) • Responsibilities of contractors (Contractors agreement; letter of good standing)	

TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
MANAGERIAL OHS MANAGEMENT AND RESPONSIBILITIES TRAINING (continuation) The Legal Responsibilities of Interested and Affected Parties (continuation) • The safety practitioner or safety co-coordinator • Legal responsibilities of manufacturers, designers, importers, sellers or suppliers regarding the use of articles and substances at work Good Organisational Governance; Management Commitment; Safety Health Environment (SHE) Excellence and Control • Good organizational governance • Achieving SHE Excellence • Management commitment • Creating a safety culture • Monitoring by management • Common areas of control Applicable SHE Legislation • Health and safety representatives and committees • Record keeping • Reportable occupational injuries and diseases • Reporting to the Inspector/Chief Inspector regarding certain reportable incidents and occupational diseases • Investigation of incidents • Certain deductions prohibited/ personal safety equipment and facilities • Exemptions • Health and safety agreements • Offences and penalties Risk Assessments, Systems or Program Approach • Hazard/Health Risk Assessment (Baseline -; Issues Based – and Continuous Risk Assessments) • The systems or program approach • Design and implementation of an effective health and safety system 4. MINIMUM STANDARDS OF SERVICE REGARDING TRAINING • The course can be offered in the following ways: • Face to Face or • Virtual training (real-time training) or • Self-paced learning (e-learning) • Learning platform to be decided by client 5.DURATION OF COURSE 1 day (Online or Face to Face or E-Learning) 6.8 OCCUPATIONAL HEALTH & SAFETY REPRESENTATIVE TRAINING 1. NATURE OF SERVICES REQUIRED AIM: To act in the capacity of a health and safety representative and assist the employer in addressing health and safety issues in the workplace within a health setting. 2. TARGET GROUP FOR TRAINING: WCGHW employees 3.COURSE CONTENT TO INCLUDE • Introduction to OHS Act 85 of 1993 and related regulations, with a focus on regulations applicable to a health setting. • Understand relevant role players in OHS. • Roles and responsibilities of OHS representatives and appointment letter. • Requirements applicable to Health and Safety committee meetings. • Requirements and duties applicable to the employer. • Requirements and duties applicable to employees. • Requirements and duties applicable to other persons.	

	TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
6.9	OCCUPATIONAL HEALTH & SAFETY REPRESENTATIVE TRAINING (continuation) COURSE CONTENT TO INCLUDE (continuation) • The purpose of regular (e.g. monthly) health and safety inspection sheets and how to conduct inspections. • Understanding the reporting of incidents & diseases: COLD Act and OHS Act 1993, GAR Annexure 1 (accident and disease) forms (OHS Act 1993, Section 24 & 25). • Conducting quarterly workplace Health & Safety reports. • Practical demonstration for learner to conduct workplace safety compliance inspections including generation of a report using a standardised tool (supplied by WCGHW) must be included. 4. MINIMUM STANDARDS OF SERVICE REGARDING TRAINING • Certificate of Competency to be issued 5. DURATION OF COURSE 2 days HEALTH RISK ASSESSMENT (HRA) TRAINING / HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA) TRAINING 1. NATURE OF SERVICES REQUIRED AIM: To equip learners with the necessary skills to ensure competence in conducting HRA/HIRA in a healthcare and health support services setting. To ensure that there is a formal process for health and safety hazard identification, risk assessment, and control to effectively manage workplace health and safety risks. To enable the employer to take the precautionary measures necessary to protect the health and safety of people in the workplace. 2. TARGET GROUP FOR TRAINING: Suitable WCGHW employees as identified by the client. 3. COURSE CONTENT TO INCLUDE • Legal framework for HRAs (Occupational Health & Safety Act 85 of 1993, and its regulations). • Explain the process and importance of conducting HRAs. • Identify and explain relevant documentation that need to be presented during a HRAs. • Definition and classification of hazard (chemical, biological, physical, ergonomic, and psycho-social) and a risk (calculated according to the WCGHW risk assessment). • Identify relevant hazards and associated risks likely to be encountered in a health facility and support services areas e.g. workshop, laundry, admin, food services, etc. • Explain the importance of a systematic approach to HRAs (by area/ task) • How to conduct a qualitative Hazard/ health risk assessment and record the findings on the standardised assessment tool supplied by WCGHW • Identifying hazards, adverse health effects, and determining the severity of consequences • Determining the likelihood of exposure • Evaluating control measures • Calculating the risk • Understanding the concept and application of the OHS hierarchy of controls (Elimination, Substitution, Engineering, Administrative, Personal Protective Equipment) • Understanding the need for occupational hygiene measurements by an approved inspection authority (Occupational hygienist).	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	HEALTH RISK ASSESSMENT (HRA) TRAINING / HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA) TRAINING (continuation) COURSE CONTENT TO INCLUDE (continuation) • Understanding the importance of occupational exposure limits. • Discuss the role and responsibilities of an Occupational hygiene authorised Inspection Authority report (Survey and report) • Understanding the need for biological monitoring and medical surveillance of employees. • How to draw up a facility HRA/HIRA report using WCGHW stationery. • Training must include practical workplace health risk assessments in a health facility and support services onsite e.g. workshop, laundry, admin, food services, etc. including generation of associated reports (training content specific to a health industry). • The involvement of other stakeholders in the HRA process. • Reporting back on the findings of the HRA at the Health and Safety committee meetings. • How to initiate and follow up remedial actions stemming from the health risk assessment report within a WCGHW setting. • Competency and Practical test must be successfully completed by the participant to be deemed competent. 4. MINIMUM STANDARDS OF SERVICE WITH REGARDS TRAINING • Training: 70% theory & 30% practical • Evaluation: 50% theory & 50% Practical • Certificate of Competency to be issued 5. DURATION OF COURSE: 4 days 7. SECTION 7 - Administrative 7.1 Courses inclusive of: training material, course certificates, Continuous Education Unit (CEU) certificates, attendance registers, satisfaction surveys, and venue. 8. SECTION 8– Quality Assurance 8.1 Quality assurance measures should be implemented on all courses 9. SECTION 9 - Evaluation criteria 9.1 (i) Phase 1: Compliance with compulsory Central Supplier Databases registration and completion of the bid document. All bidders who comply with Phase 1 will proceed to phase 2A. (ii) Phase 2A: Compliance with evaluation criteria, as outlined below. All bidders who comply with Phase 2A will proceed to phase 2B. (iii) Phase2B: Compliance with functional requirements. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the Department to evaluate written responses provided by bidders. A minimum qualifying threshold of 70% must be achieved to proceed to phase 3. The score sheet is reflected is below. (iv) Phase 3: Application of points for price and BEE status in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, to determine the highest total points scored by a bidder Please complete the documentary proof summary sheet below as evidence of your ability to confirm your compliance with the evaluation criteria on the previous page. All of the below mentioned must be valid at the time of bid closing. Proof of application for registration and similar will not be accepted. Bidders who do not submit all of the requested document below or do not comply with all of the requirements below WILL be disqualified from further evaluation.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No	
	SECTION 9 - Evaluation criteria (continuation)		
No	Evaluation Criteria	Proof attached (tick where applicable)	
1	Training Provider to submit proof of registration with a Relevant Training Authority.	Yes	No
2	Each course should be registered or accredited with the Relevant Training Authority and aligned with the applicable registration requirements (Evidence to be provided).	Yes	No
3 A	Experience in offering the advertised training: Provider to submit a Portfolio of Evidence containing; at least 5 reference letters or more on company letterhead with proof of training relevant to the bid.	Yes	No
3 B	Experience in offering the advertised training: Provider to submit a Portfolio of Evidence containing; Summary letter in a CV fashion indicating the training history offered since establishment of company. To showcase minimum 3-5 years' experience, number of people trained, and the type of training that was conducted for each company.	Yes	No
4	Service Providers are to submit CVs of training facilitators (expertise and qualifications) with 5-10 years of relevant experience aligned to the required unit standards related to this bid. (Please indicate permanent and contract staff)	Yes	No
5	Service Provider to have a minimum of 5 permanent training facilitators.	Yes	No
6	Service Provider to submit summarized Curricula Vitae CV of a account manager contact who will oversee and manage the contract to be performed for the duration of the contract. The CV must indicate 3-5 years of experience, relevant qualifications, and physical location/address.	Yes	No
7	Service provider to provide CVs of permanent Admin staff.	Yes	No
8	Service Provider to submit an example /evidence of a training certificate of competence or attendance for relevant training courses.	Yes	No
9	Service Provider to submit training manuals and prospectus for each course that they are bidding for.	Yes	No
10	The service provider to provide an electronic platform where bookings, certificates, and reports are accessible to WCGHW employees. (Provide Screenshots or documentation referencing the system)	Yes	No

Phase 2B: Compliance with functional requirements. An evaluation score sheet, consisting of evaluation criteria, weights and applicable scoring values will be used by the Department to evaluate written responses provided by bidders. **A minimum qualifying threshold of 70% must be achieved** to proceed to phase 3.

The score sheet is reflected is below. Bidders who meets all the Evaluation criteria will have to provide officials from the Department with a presentation or demo session as needed.

NO.	CRITERIA	CRITERION WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	EVIDENCE ATTACHED (Y/N)
1	Ability to Deliver Occupational Health & Safety Training Services	40%		
A	Demonstrate and provide a Project Plan to display the ability to successfully roll out First Aid Training for 600 employees across the Western Cape (400 employees in the Metro and 200 in the Rural)	25%	The methodology and planning processes are comprehensive and clear	
		15%	The methodology and planning processes used are clear	
		10%	The methodology and planning processes used are not clear	
		0%	None provided	
B	The service provider provides evidence of an electronic platform where bookings, certificates, and reports are accessible to WCGHW employees.	15%	Evidence or documentation referencing the electronic platform / system	
		0%	No Evidence or documentation referencing the electronic platform / system	
2	Experience in serving large organisations	35%		
C	Experience of the bidding company in providing Occupational Health and Safety training services to organisations with 1700 or more employees in an annual period	15%	Organisation with more than 1700 Employees	
		10%	Organisation with 1200 employees	
		5%	Organisation with 900 employees	
		0%	Organisation with less than 400 employees	
D	Years of experience in providing Occupational Health and Safety training services	10%	5 Years and above	
		8%	3 – 4 Years	
		4%	2 to 3 Years	
		0%	1 Year	
E	The quality and quantity of reference letters provided by prospective bidders will be considered and should reflect and align with the requirement of the bidder's ability to provide services to clients. Training Provider should provide a reference letters as evidence of previously conducting the training course/s that they are applying for. The training should have taken place within the last 5 years to verify the training experience.	10%	More than 5 Quality Reference letters	
		8%	4 to 5 Quality Reference letters	
		4%	3 Quality Reference letters	
		0%	2 Qaulity Reference Letters	

NO.	CRITERIA	CRITERION WEIGHT	GUIDELINES FOR CRITERIA APPLICATION	EVIDENCE ATTACHED (Y/N)
3	Staff capacity	25%		
F	Account manager with minimum 3-5 years of experience and relevant qualifications	10%	Account Manager with min 3-5 year experience with relevant qualification	
		0%	No Account Manager with min 3-5 year experience with relevant qualification	
G	The account manager must be supported by at least one administration staff.	5%	Account Manager supported by at least 1 admin staff	
		0%	Account Manager not supported by at least 1 admin staff	
H	Ability to render OHS training services within the Western Cape	10%	5 Permanent Trainers/Facilitators	
		0%	Do not have 5 Permanent Trainers/Facilitators	
	Total	100 %		

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
10.	SECTION 10 – Reports Learner progress reports	
10.1	The training provider shall submit a quarterly report to the WCGHW containing details of the theoretical tuition and training received by Learners for that period.	
10.2	The first report shall be submitted within at least 30 days after completion of the first quarter (i.e. 3 months) of training. All subsequent quarterly reports shall be submitted within at least 30 days after completion of the quarter.	
10.2.1	Additional reports	
10.2.2	Aside from the quarterly reports the WCGHW can, on 10 days' notice in writing, request such further reports from the training provider as the WCGHW deems necessary.	
10.2.3	The WCGHW is entitled to request a report on the training directly from the Training Provider.	
10.2.4	The training provider must immediately report the termination of any training by a learner and/or dismissal of any learner to the WCGHW.	
10.2.5	The training provider will notify the WCGHW in writing within 15 business days of any event that might affect the completion of the training.	
10.3	Inspections and Audits	
10.3.1	The WCGHW, its employees, accountants, auditors or any other persons appointed by the Department shall be entitled, on ten days written notice, to inspect and/or audit the training provider's financial records insofar as they relate to the expenditure of funds received under this Agreement.	
10.3.2	The WCGHW, its employees or any person appointed by the Department shall be entitled, on ten days written notice, to evaluate the Training Provider's theoretical tuition and training that is received by the learners in the learning environment and evaluate the learning within the service platform where the practical training is received by the learners.	
10.3.3	The WCGHW, its employees or any person appointed by the Department shall be entitled, on ten days written notice, to interview, speak to, or address any of the learners in respect of any issues relating to the training or this Agreement.	
11.	SECTION 11 – Obligation of the Training Provider	
11.1	The training provider must Accommodate the following language groups: English, Afrikaans and isiXhosa	
11.2	Ensure that presenters/facilitators manage small and large groups of participants.	
11.3	The training service provider must include all costs in the bid price. This includes the venue, presenters and facilitators, travel, accommodation, disbursements, and any administrative costs associated with training. All expenses must be covered within the proposed bid price.	
11.4	Keep attendance registers for all training sessions and indicate in such registers details about the topics/ modules and duration.	
11.5	Bid an all-inclusive price including the above per learner for the duration of the programme on the Pricing Schedule (WCBD 3.2) inclusive of VAT.	
11.6	Training facility must comply with OHS Act requirements/facilities regulations(adequate drinking water, ventilation, well-lit venue etc). Provide an efficient booking system, and timeous provision of competency certificates. Service provider offering fire training must have a burn licence in the Western Cape.	
11.7	Service providers to provide the various range of services available via virtual platforms.	
11.8	Service Providers to provide the WCGHW with a designated Account Manager and admin support staff.	
11.9	The Service Provider must adhere to all WCGHW governance and compliance policies and processes.	
11.10	The service provider undertakes to treat all information furnished by the WCGHW, affected employees or any third party in the execution of the	

TERMS OF REFERENCE	Comments/Complies/
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		Does not comply/Yes/No
	SECTION 11– Obligation of the Training Provider(Continues)	
11.11	The Department shall provide the Service Provider with timely access to information reasonably required by the Service Provider to perform its duties under this agreement.	
11.12	The Department will identify the appropriate learners to attend the training based on a needs assessment and ensure that these learners are informed of the logistics including date, time and venue of the course.	
11.13	The Department will inform the service provider when Departmental venues are required timeously.	
11.14	The Department reserves the right and discretion to extend or expand the contract as required, the Service Provider will receive written confirmation once the WCGHW has obtained the necessary Departmental approval.	
11.15	The Department will inform the service provider when training should take place virtually or in-person.	
12	SECTION 12– Pricing and payment	
12.1	Different pricing structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Bidders wishing to make provision for cost variations during the contract period should bid fixed percentages for various periods, i.e. three tier /year 1, 2 and 3.	
12.2	Bidders to ensure that pricing quoted on the pricing schedule will be VAT inclusive.	
12.3	No adjustments will be considered, however, before 3 months of the contract period have expired, and after that adjustments will be considered at the utmost three-monthly.	
12.4	In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the service-provider will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.	
12.5	On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within 30 calendar days from date of receipt of invoice, subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.	
13.	SECTION 13 - Negotiations	
13.1	The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases and service delivery should it be deemed necessary.	
14.	SECTION 14-Performance monitoring	
14.1	Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with Contractors will be performed to discuss contract issues. Regular site inspections will take place to ensure that the service is being rendered according to the contract, whether the service is being performed at a Departmental site or at the Contractor's own site. On a quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes.	
14.2	The WCGHW reserves the right to terminate the contract contemplated herein or any part thereof at its discretion for any reason whatsoever upon three (3) months' written notice to the Service Provider concerned.	

TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
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	SECTION 15 - General 15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the WCGHW. The Western Cape Department of Health reserves the right, in its sole discretion: (i) To amend the bid process, closing date or any other date at its sole discretion, (ii) To cancel the bid or any part of the bid before the bid has been awarded, (iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department, (iv) Not to award the bid to the highest points or lowest price, (v) To reject all responses submitted and to embark on a new bid process, (vi) To withdraw any services from the bid process, (vii) To terminate any party's participation in the bid process (viii) or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; (ix) To extend or expand the contract on written request from the Department. 15.2 Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,	
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SPECIAL CONDITIONS OF CONTRACT

Please indicate with an "X" if the bidding company agrees with the following special conditions of the contract. **Each bidder must include in its bid a signed and completed copy of below (i.e. a completed copy of the special condition with a signature of an authorised representative of the bidder on each page comprising special condition of contract).** In the event that a bidder does not or fails to indicate with an "X" whether it agrees with a particular special condition of contract set out in **the special condition of contract** below, it will be assumed that the bidder does not agree to the special condition of contract concerned. Failure on the part of a bidder to agree to all special conditions of contract set out in **the special condition of contract** below and to submit as part of its bid a signed and completed copy of **the special condition of contract**, will lead to disqualification of that bidder's bid.

Special Conditions of Contract

No	CONDITIONS OF CONTRACT	Agreement to Conditions	
		Agree	Do not Agree
5.1.1	The Service Provider must provide for the full scope of services as outlined in specification and pricing schedules.		
5.1.2	The Service Provider must provide the required services as soon as the award has been made, and for thirty-six months thereafter, and within the timeframes agreed to between the Service Provider and WCGHW.		
	The service provider must ensure that they maintain permanent staff (Training facilitators, Admin staff and Account Manager) for the duration of the contract. This must be achieved within 90 days from award. Failure to fulfil this requirement will lead to breach of contract. The Service Provider to inform the WCGHW to indicate if there are changes in their permanent staffing		
5.1.3	The service provider must demonstrate that it has a electronic platform / system where bookings, certificates, and reports are accessible and that its fully functional at the site visit.		
5.1.4	The service provider must ensure that the booking system is functional and operational in the department within 90 days from award. Failure to fulfil this requirement will lead to breach of contract.		
5.1.5	The Service Provider must provide all required reports and information contemplated in the specification, timeously or as specified over the contract period. The cost of providing such reports and information must be for the service providers account.		
5.1.6	The Service Provider must, at all times during the term of the contract, comply with and work within all legislation, regulations, policies and frameworks applicable to the WCGHW (including, but not limited to, the Minimum Information Security Standards (MISS), the Public Finance Management Act (PFMA), the Protection of Personal Information Act (POPIA), and the Promotion of Access to Information Act (PAIA)). The cost of compliance with such legislation, regulations, policies and frameworks must be for the service providers account.		
5.1.7	The Service Provider shall be bound by the General Conditions of Contract issued by the National Treasury ("the GCC"), read with the terms and conditions set out herein and to the exclusion of any standard terms and conditions that the Service Provider would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC but which the Service Provider requires to be included in the contract between it and the WCGHW may, with the agreement of the WCGHW, be included in the Service Level Agreement referred to below.		

NO	CONDITIONS OF CONTRACT	Agreement to Conditions	
		Agree	Do not Agree
5.1.8	The Service Provider must negotiate in good faith and enter into a Service Level Agreement (SLA) with WCGHW within three (3) months of date of appointment, which Service Level Agreement shall, subject to the terms and conditions set out herein, specify agreed key performance indicators, along with an indication on how the Service Provider's performance in terms of the said contract will be monitored, assessed, measured, reported on and discussed at regular scheduled meetings. The Service Level Agreement may be reviewed where necessary and appropriate.		
5.1.9	The Service Provider must adhere to all WCGHW governance and compliance policies and processes.		
5.1.10	The service provider undertakes to treat all information furnished by the WCGHW, affected employees or any third party in the execution of the agreement, as secure and confidential and not to disclose the same to any unauthorised third party. The service provider agrees to only use such confidential information for purposes of the performance of their respective statutory functions and duties and/or their obligations in terms of the agreement unless compelled by law to disclose such information. All services rendered to the WCGHW within and after the contract completion must be aligned to the POPIA		
5.1.11	The bidding company must have an operational (fully functional) regional office and account manager within the Western Cape Province. The physical address and list of people employed in this office must be submitted with the bidding documents. Bidder must also provide proof of such physical address (i.e., a certified copy of a utility bill not older than 3 (three) months, a certified copy of a lease agreement, a sworn affidavit) . If the bidding company does not have an operational and functional office within the Republic of South Africa, the bidder offer will be deemed as non-compliant.		
5.1.12	WCGHW shall review the Service Provider's performance in terms of the said contract in line with the SLA and the performance concluded between WCGHW and the Service Provider, read with the terms and conditions set out herein. The Performance Management review will include but is not limited to the following factors: 1) Contract Management and Administration a. Attendance of all contract management meetings scheduled monthly or as required. b. Timely submission of correct invoices on a monthly basis, with relevant supporting documents where applicable. 2) Contract Delivery a. Ability to provide and maintain the relevant resources, b. Meeting the service requirements as specified in the specification. c. Adhering to delivery timeframes		
5.1.13	In the event that the Service Provider is a consortium, sub-contractor or joint venture, each member of such consortium, sub-contractor, or joint venture (as the case may be) shall be held jointly and severally liable for the performance of the consortium, sub-contractor or joint venture in terms of the contract contemplated herein.		
5.1.14	The WCGHW reserves the right to terminate the contract contemplated herein or any part thereof at its discretion for any reason whatsoever upon three (3) months' written notice to the Service Provider concerned.		

NO	CONDITIONS OF CONTRACT	Agreement to Conditions	
		Agree	Do not Agree
5.1.15	The bidder must accept the terms and conditions as presented by the WCGHW.		
5.1.16	The Service Provider must, for the duration of the contract contemplated herein, maintain its registration and accreditation with the Relevant Training Authority and all relevant accreditation bodies.		
5.1.17	All presentations and facilitators presenting training, must remain registered with the relevant accreditation bodies for the duration of the contract. Failure to remain registered and accredited whilst performing training shall entitle WCGHW to cancel such contract.		
5.1.18	Monthly, Quarterly and Annual reports will be aligned to the requirements as set out under 12.1 and 12.2		
5.1.19	The WCGHW shall pay for the services contemplated herein after such services have been rendered to the satisfaction of WCGHW, within 30 (thirty) calendar days of receipt of a valid and accurate tax invoice for services received from the Service Provider.		
5.1.20	In the event that the Service Provider fails to deliver any of the services within the period stipulated in the service requirements above (other than reporting requirements), the entity concerned shall be entitled to impose penalties as specified in the penalties schedule (Annexure C - Penalty), unless the delay was due to any cause reasonably beyond the service provider's control, including but not limited to a failure to deliver the services due to a <i>force majeure</i> or due to the actions or omissions of the departments concerned.		
5.1.21	Intellectual Property The WCGHW shall have all right, title and interest in any intellectual property generated during the course of performing the services outlined in table 1 above, including, but not limited to, all material used in the training, interventions and reports submitted. The Service Provider may not reproduce or use any of such intellectual property without the prior written permission of the WCGHW.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024****CLOSING TIME: 20 December 2024 at 11:00am** OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
1.1	450	Perform Basic Life Support and First Aid Procedures Level 1	Year 1	Year 2	Year 3
1.1.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
1.1.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
1.1.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
1.1.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
1.1.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
1.1.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for. Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing. Please refer to section 6.1 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PRICING SCHEDULE

WCBD 3.2

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
1.2	40	Provide Risk-based Primary Emergency Care First Aid in the Workplace Level 2	Year 1	Year 2	Year 3
1.2.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
1.2.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
1.2.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
1.2.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
1.2.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
1.2.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for.			
		Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing.			
		Please refer to section 6.2 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
2.1	550	Fire Fighting Level 1	Year 1	Year 2	Year 3
2.1.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
2.1.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
2.1.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
2.1.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
2.1.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
2.1.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for. Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing. Please refer to section 6.3 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 at 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
2.2	40	Fire Fighting Level 2	Year 1	Year 2	Year 3
2.2.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
2.2.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
2.2.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
2.2.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
2.2.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
2.2.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for. Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing. Please refer to section 6.4 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PRICING SCHEDULE

WCBD 3.2

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 at 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
3	200	Incident Investigation	Year 1	Year 2	Year 3
3.1.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
3.1.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
3.1.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
3.1.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
3.1.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
3.1.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for. Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing. Please refer to section 6.5 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991) **YES /NO**
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PRICING SCHEDULE

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
4	300	Emergency Evacuation Training	Year 1	Year 2	Year 3
4.1.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
4.1.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
4.1.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
4.1.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
4.1.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
4.1.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for.			
		Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing.			
		Please refer to section 6.6 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PRICING SCHEDULE

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 at 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
5.1	50	Managerial OHS Management and Responsibilities Training: Online	Year 1	Year 2	Year 3
5.1.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
5.1.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
5.1.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
5.1.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
5.1.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
5.1.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for.			
		Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing.			
		Please refer to section 6.7 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 at 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
5.2	50	Managerial OHS Management and Responsibilities Training: Face to Face	Year 1	Year 2	Year 3
5.2.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
5.2.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
5.2.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
5.2.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
5.2.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
5.2.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for.			
		Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing.			
		Please refer to section 6.7 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 at 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
5.3	50	Managerial OHS Management and Responsibilities Training: E-Learning	Year 1	Year 2	Year 3
5.3.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
5.3.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
5.3.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
5.3.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
5.3.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
5.3.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for.			
		Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing.			
		Please refer to section 6.7 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 at 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
6	550	Occupational Health & Safety Representative Training	Year 1	Year 2	Year 3
6.1.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
6.1.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
6.1.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
6.1.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
6.1.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
6.1.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for.			
		Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing.			
		Please refer to section 6.8 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

PRICING SCHEDULE

PROVISION OF OCCUPATIONAL HEALTH AND SAFETY TRAINING TO ALL INSTITUTIONS FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....

BID NUMBER: **WCGHSC 0423/1/2024**

CLOSING TIME: 20 December 2024 at 11:00am OFFERS TO BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT		
7	40	HEALTH RISK ASSESSMENT (HRA) TRAINING / HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA) TRAINING	Year 1	Year 2	Year 3
7.1.1		Metro Region	R (per learner)	R (per learner)	R (per learner)
7.1.2		Cape Winelands Region	R (per learner)	R (per learner)	R (per learner)
7.1.3		West Coast Region	R (per learner)	R (per learner)	R (per learner)
7.1.4		Garden Route Region	R (per learner)	R (per learner)	R (per learner)
7.1.5		Overberg Region	R (per learner)	R (per learner)	R (per learner)
7.1.6		Central Karoo	R (per learner)	R (per learner)	R (per learner)
		Bidder to indicate which region they are offering their services. The services provider must provide the entire range of services for the area they are offering for.			
		Original certificate or valid certified copy of accreditation certificate to provide training must be included in your bid documents by bid closing.			
		Please refer to section 6.9 of the specification to accurately determine the costing per learner.			

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

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- C. If not, indicate deviations on attached specification or separate sheet
- D. Are you registered in terms of sections 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)
YES /NO
- E. If so, state your VAT registration number
- F. Are the prices quoted for the service firm for the full contract period?
- G. If the prices are not firm for the full period please complete form WCBD 3.3/2

SPECIAL CONDITIONS OF BID

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

1. APPLICATION

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

2. SPECIFIC EXCLUSIONS

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

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

3. REPLACEMENT CLAUSES

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

Subcontracts and assignment

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

- 3.2 *Clauses 22 and 28 of the GCC are substituted with the following:*

Penalties and Damages

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

- 3.3 *Clause 27 of the GCC substituted with the following:*

Settlement of Disputes

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

SPECIAL CONDITIONS OF BID (CONTINUED)

3. REPLACEMENT CLAUSES Settlement of Disputes

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

4. PAYMENT

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

5. INDEMNITY

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

6. CONFIDENTIALITY AND DISCLOSURE

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

7. BREACH

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

SPECIAL CONDITIONS OF BID

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

8. WAIVER

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

DISPUTE RESOLUTION PROCESSES

MEDIATION

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

ARBITRATION

1. The Parties may agree to refer any dispute arising out of or in connection with this contract, to arbitration.
2. Arbitration shall be held in Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen calendar days.
3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is:
 - (a) primarily a legal matter, a practising senior advocate of the Cape Bar;
 - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

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

ANNEXURE A - LIST THE QUALIFIED AND PROFESSIONALLY REGISTERED TRAINERS / FACILITATORS

List the qualified and professionally registered trainers / facilitators (include proof of registration with relevant training authority personnel of the service provider).

- Name & Surname
- Registered trainers / facilitators of the service provider.
- Relevant Training Authority Registration Number for each staff member (Assessor, Moderator, and facilitator)
- Area/suburb/city of Operation

[illegible]

ANNEXURE A - LIST THE QUALIFIED AND PROFESSIONALLY REGISTERED TRAINERS / FACILITATORS

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- Name & Surname
- Registered trainers / facilitators of the service provider.
- Relevant Training Authority Registration Number for each staff member (Assessor, Moderator, and facilitator)
- Area/suburb/city of Operation

[illegible]

ANNEXURE B - ALL STAFF WORKING IN THE COMPANY AND THEIR JOB POSITIONS

All staff working in the company and their position and function in the company (e.g., account manager, managers, training consultants, quality assurance, administration, etc.).

[illegible]

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[illegible]

ANNEXURE C – PENALTIES TABLE

Number	Penalty	Calculation of Penalty Price.	Penalty Fee
Invoices			
1	Invoices not received on the required date for services rendered.	For each invoice not received by the required date.	A fee of one-third (1/3) of the final invoice amount will be charged per day for each invoice that is not received on time.
	Invoices issued with incorrect billing information.	For each invoice received with incorrect information.	A fee of one-third (1/3) of the invoice amount will be charged per day for each invoice that is not corrected on time.
Occupational Health & Safety (OHS) Training Services			
2	Cancellation by service provider for OHS Training	Per session missed	A fee of fifty percent (50%) of the session cost will be charged.
3	Complaints not resolved within 5 working days	Complaints not resolved within time frame	R250 per day per complaint.
Reporting			
7	Reports not sent timeously.	Report is outstanding	R250 per report per day
8	Ad-hoc Reports not received within 7 working days	For each report outstanding	R250 per report per day
11	Quality of reporting	Reports are not of quality standard. i.e., spelling & grammar, repetition of reports, lacking detail, etc.	R250 per report per day

ANNEXURE D – SITE VISIT CHECKLIST

Item	Description	Yes / No	Proof / Evidence
Training venue suitability	Training venue is conducive and suitable for training e.g. aircon, bathrooms, projectors, seating and tables		Aircon, bathrooms, projectors, seating and tables, cafeteria area, parking for training participants.
Reliable Internet Connectivity	Reliable Internet Connectivity		Bandwidth & Service Provider Back-up systems / Alternative Energy Sources for loadshedding need to be in place.
Number of Trainers/Facilitators personnel	Professional registered trained staff to provide Occupational health and safety training		List the qualified and professionally registered Trainers/Facilitators. Bid Evaluation Committee Member to check.
List of Training Courses	Training Courses are covered as per specification. (e.g., power point presentation, manual, reading material handouts for participants, certificates, etc.)		Power point presentation, manual, reading material handouts for participants for the list of trainings as per specification, evaluation assessments/ feedback forms end users.
There is a dedicated account manager with a minimum of 3-5 years' experience.	Dedicated account manager liaising with WCGHW		CV of account manager
The account manager must be supported by at least one administration staff.	Dedicated staff working with account manager		CVs of Administration staff and organogram to indicate the reporting line.
Office within Republic of South Africa	Office to be available within Republic of South Africa. Dedicated Space, this space should be equipped with comfortable chairs, a desk, and computers with internet connectivity and people.		Physical space

ANNEXURE E – SITE STRUCTURE LIST

Institution	Number of employees
Head Office	1475
Tertiary Hospitals (Total)	9380
· Groote Schuur Hospital	3645
· Red Cross Hospital	1133
· Tygerberg	4602
Metro Health Services (Total)	12859
· Office of Chief Dir: Metro Health Services	278
· Northern/Tygerberg	1801
· Western/Southern	2028
· Klipfontein/M Plain	2084
· Khayelitsha/Eastern	1789
· Metro Regional Hospitals	2936
· Metro Specialised Hospitals	914
· Psychiatric Institutions	1943
Rural health Services (Total)	7941
· CD: Rural Health Services	155
· Cape Winelands	1568
· Garden Route	1728
· Overberg	866
· Central Karoo	476
· West Coast	1420
Emergency and Clinical Service Support (ECSS)	2357
· CD: Emergency & Clinical Service Support	50
· Emergency Medical Services (EMS)	1979
· Forensic Pathology Services (FPS)	328
Grand Total	33,198

PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, SERVICE PROVIDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

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

1. Definitions

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

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

"business interest" means –

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

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

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

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details. **Corruption** - General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly –

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

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

“employee”, in relation to –

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

“entity” means any –

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

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

“Family member” means a person's –

- (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;

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31 May 2022

“RWOEE” means –

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's –

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

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

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

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

31 May 2022

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

TABLE A

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

SECTION B: DECLARATION OF THE SERVICE PROVIDER'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

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31 May 2022

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

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

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

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

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)			NO	YES
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 Service Provider 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

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31 May 2022

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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

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

31 May 2022

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:

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

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

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

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

2. Application

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

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a 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-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until

actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

- 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.

**Participation (NIP)
Programme**

**34 Prohibition of
Restrictive
practices**

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