Western Cape Government
Health and Wellness
FOR YOU

DEPARTMENT OF HEALTH AND WELLNESS
GROOTE SCHUUR HOSPITAL
SUPPLY CHAIN MANAGEMENT
REFERENCE: GSH:PT93/2026
ENQUIRIES: MS. N. NTLANTSANA

COVER LETTER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS.

BID NUMBER: GSH:PT93/2026	**CLOSING DATE: 22 JANUARY 2027**	**CLOSING TIME: 11H00**

THE PLACEMENT OF TWO (2) EXTRA CORPOREAL MEBRANE OXYGENATION ECMO MACHINE WITH ACCESSORIES INCLUDING A FULLY COMPREHENSIVE MAINTENANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES AT GROOTE SCHUUR HOSPITAL OVER A PERIOD OF FIVE (5 YEARS.

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

BID DOCUMENTS MAY BE POSTED TO:	NOMANGESI NTLANTSANA, PROCUREMENT (BID OFFICE), FIRST FLOOR F46, ROOM 53, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL, OBSERVATORY 7925
OR	
DEPOSITED IN THE BID BOX SITUATED IN:	THE FOYER, MAIN ENTRANCE, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL, OBSERVATORY 7925

Please note the following important information and requirements:

1. Bidders should ensure that bids are delivered **timeously to the correct address**. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding the location of the Institution's bid box, bidders are advised to refrain from soliciting the advice of the Security Personnel on duty and to rather contact **Nomangesi Ntlantsana (Tel: 021 404 3122) / Shadé Dirks (Tel: 021 404 2067)** for assistance. No names of bidders or prices will be read out at the time of closing. The bid box is accessible Monday to Sunday, including public holidays, from 08:00AM till 17:00PM, 7 days a week.
2. All bids must be submitted on the official forms – (not to be re-typed) and only **originally signed documents** will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects, will invalidate the bid.**
3. All bids must be accompanied by a letter signed by the bidder, authorizing the Institution, in name, instead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.

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

5. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System shall be applicable to bids up to R50 000 000 and the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.**

6. **All Bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.**

   Any prospective unregistered bidder must be register as a supplier on the **CSD** prior to bidding.

	CENTRAL SUPPLIER DATABASE
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DOH@westerncape.gov.za
Contact telephone	021 483 0582

7. In instances where a bidder's tax compliance status becomes **non-compliant** during evaluation and before award, the recommended bidder/s must be afforded **7 working days** to confirm tax compliance in order for the bid to be considered.

8. Only the B-BBEE status reflected on form **WCBD 6.1** in their bid document will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on the CSD**. Bidders are further required to complete the attached **form WCBD 4 and include it in the bid document**. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.

9. Bidders must be **duly registered** on CSD at **closing of the award.**

   ** **"duly registered"** means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder's tax compliance status at the time of the award and WCBD4. If these documents have expired, such supplier will be suspended on the WCSEB.

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10. Bidders need to submit bid documents **under the same name as per the site meeting attendance register and/or as per the bid register** when they obtain the bid documents. Bid documents will not be evaluated if there is a discrepancy in the company name.

11. The following listed documents are the documents required for your bid submission and must be submitted in full and in the order suggested below. Failure to submit all the required documents and to fully comply with each requirement will render your bid invalid. This includes all pages of the bid Terms of Reference (ToR), which must be submitted in full:

• **Special Conditions** (if applicable)
• **WCBD 1 –** The Bid. **(FAILURE TO COMPLETE AND SIGN PART A & PART B FORMS WILL INVALIDATE YOUR BID.)**
• **WCBD 3.1 -** Specification/your schedule of offers
• **WCBD 4 –** Declaration of interest
• **WCBD 5 –** National Industrial Participation Programme
• **Amended WCBD6.1 –** form to claim points as BBBEE contributor
• **Sworn Affidavit –** BBBEE Qualifying Small Enterprise
• **Supplier's checklist**
• **BBBEE Certificate (valid original or certified copy)**

Please refer all bid enquiries to the following officials:

- **Nomangesi Ntlantsana** at telephone number **(021)-404-3122** or e-mail at nomangesi.ntantsana@westerncape.gov.za
- **Shade Dirks at telephone number (021) 404-3122 or e-mail at** Shade.dirks@westerncape.gov.za

TO ENSURE FAIRNESS AND TRANSPARENCY, PLEASE TAKE NOTE OF THE FOLLOWING:

- All specification enquiries must be submitted no longer than **7 working days** before the bid closing date.

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- All enquiries to be in writing and it will be acknowledged in writing. If needed, responses will be issued to all bidders.
- Clearly reference the relevant clause number in the specification when making an enquiry.
- All enquiries and responses must be in English.

Mr. Collin Frank

Director: SCM and Finance

Date: ___ November 2026

COLLIN FRANK
13 NOV 2026
DEP. DIRECTOR - FINANCE & SCM

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WCBD 1

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 DEPARTMENT OF HEALTH & WELLNESS – GROOTE SCHUUR HOSPITAL					
BID NUMBER:	**GSH:PT93/2026**	CLOSING DATE:	**22 JANUARY 2027**	CLOSING TIME:	**11H00**
DESCRIPTION	**THE PLACEMENT OF TWO (2) EXTRA CORPORATE MEBRANE OXYGENATION ECMO MACHINE WITH ACCESSORIES INCLUDING A FULLY COMPREHENSIVE MAINTENANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES AT GROOTE SCHUUR HOSPITAL OVER A PERIOD OF FIVE (5 YEARS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE FOYER, ENTRANCE 5, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**			
CONTACT PERSON	**NOMANGESI NTLANTSANA**	CONTACT PERSON			
TELEPHONE NO	**021 404 3122**	TELEPHONE NO			
FACSIMILE NO	N/A	FACSIMILE NO			

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E-MAIL ADDRESS	nomangesi.ntantsana@westerncape.gov.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER					
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 NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

[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]

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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 PART 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?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS WHO ARE PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

SPECIAL CONDITIONS OF CONTRACT

THE PLACEMENT OF TWO (2) EXTRA CORPORATE MEBRANE OXYGENATION ECMO MACHINE WITH ACCESSORIES INCLUDING A FULLY COMPREHENSIVE MAINTENANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES AT GROOTE SCHUUR HOSPITAL OVER A PERIOD OF FIVE (5 YEARS.

THIS BID IS DUE AT 11H00 **ON 22 JANUARY 2027**

VALIDITY EXPIRES ON **22 APRIL 2027**

1. **DELIVERY LOCATIONS**

a. Goods **are required for delivery to the Direct Issue Store, A22 at Groote Schuur Hospital,** an institution under the control of the Department of Health, Western Cape Government in such quantities as specified in the bid specification/pricing schedules.

2. **DELIVERY AND DOCUMENTS (GCC Par. 10.1 and 10.2)**

2.1 The successful bidder is to ensure that the offered unit be delivered on or before the contract starting date.

2.2 The bidder will be obliged to deliver consumables in accordance with Groote Schuur Hospital delivery conditions in the WCBD 3.1 (bid specification and paragraph 2.1 above). A written indication to this effect is required from bidders in the questionnaire following each bid specification. Failure to comply with this requirement will invalidate your offer. In this regard you are referred to Provincial Treasury Practice Note 6, which states:

(i) It often happens that bidders, in contrast with the special conditions stipulated in the bid document, set their own conditions, which might contradict or be in conflict with the bid conditions. When it is in the interest of the Department to accept such conditions, and insofar as these conditions do not prejudice other bidders, recommendations for its acceptance may be made to the person executing his delegated power.

(ii) However, where it is not in the interest of the Department to accept same, or prejudicial to other bidders, the bidder may be requested to renounce/withdraw these conditions. If the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance the bidder must be informed in clear terms of the consequence should it fail to adhere to the abovementioned request."

2.3 Is the delivery period firm? (Please circle your option) **YES / NO**

2.4 Where unlimited quantities cannot be delivered within the delivery periods quoted, bidders should indicate the rate of delivery per week or per month that can be maintained please

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Delivery rate per week .....

Delivery rate per month .....

3. **ORDERING RESTRICTIONS**

3.1 Groote Schuur Hospital shall not be restricted to minimum quantity orders.

4. **QUANTITIES**

4.1 The quantities reflected in the bid forms are quantities specified but not guaranteed and will be determined solely by the requirements of Groote Schuur Hospital.

5. **COMPLIANCE**

5.1 All items in this bid require valid copies of the following compliance documents in their bid documents **by closing**:

(i) The material safety data sheet of the product

(ii) Bidder must submit all relevant certification of standards to which the offered product complies with e.g. SS-EN ISO 14001:2004

6. **PRICES (GCC Par. 17)**

6.1 For the purposes of this bid, prices quoted must be firm.

6.2 All prices quoted must include delivery to the Direct Issue Store at Groote Schuur Hospital as indicated in paragraph 1 above

6.3 Bid prices shall be quoted Nett and VAT INCLUSIVE. Bidders providing a discount may indicate so.

7. **PAYMENT**

7.1 In the interest of security and expeditious payment, it is the policy of the Groote Schuur Hospital to effect payments by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in Groote Schuur Hospital's contracts and has not been registered already, the supplier will be required to furnish the Groote Schuur Hospital with its banking details for the systems in operation (Logis, BAS, Syspro) in order shall be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.

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7.2 Payment shall be 30 days from receipt of invoice.

7.3 Payment Conditions (GCC Par. 16.1)

Payment in full will be made when the designated Hospital Official confirms in writing that the contract conditions have been complied with and that handover in good working order has been received.

7.4 Payment Currency (GCC Par. 16.4)

Payment will only be made in Rands in the Republic of South Africa.

8. **NEGOTIATIONS**

8.1 Groote Schuur Hospital reserves the right to enter 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.

9. **PERFORMANCE SECURITY (GCC Par. 7.1 + 7.4)**

9.1 No performance security amount is specified or required to be paid to the purchaser.

10. INSURANCE (GCC Par.11.1)

10.1 The ownership of the goods and responsibility for safekeeping thereof remain the responsibility of the supplier, until the equipment and consumables are handed over in good working order to the designated official at Groote Schuur Hospital.

10.2 The supplier is to arrange insurance at his own cost against the loss or damage of the equipment per GCC Paragraph 11.1

11. **TRANSPORTATION (GCC Par. 12.1)**

11.1 An all inclusive delivered, to point of use price is required.

12. **INCIDENTAL SERVICES (GCC Par.131**

12.1 GCC 13.1 (a) Performance of on-site assembly, installation, connection to existing building services, commissioning and handling over in good working.

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12.2 GCC 13.1 (b) Not required

12.3 GCC 13.1 (c) Furnishing of two each detailed operators and maintenance manual for each module of the supplied equipment is required:

13. **OPERATORS MANUAL**

These must be original documents

13.1 **Maintenance/ repair Manuals**

- The supply of manuals, if ordered, is mandatory for this bid. They must be in accordance with the requirements laid down below. Refusal to provide manuals may result in disqualification of the bid.
- Manuals must be comprehensive, including circuit diagrams in the case of electronic/ electrical equipment, enabling resident technical staff to deliver complete support in the case of equipment failure, as well as routine servicing.
- Manual will be treated as confidential and for the sole use on equipment for this bid.

13.2 Performance of maintenance and/ or repair per GCC 13.1 (d) is required during the warranty period.

13.3 **On-going Maintenance**

- The supplier is to suggest a planned maintenance programme (fully comprehensive), on a year-by-year basis for at least 5 years. This is to be based on the standard departmental maintenance agreement.
- Supplier to provide pricing per year i.e Year 1 to Year 5

13.4 GCC 13.1 (e) Training pf purchasers' personnel per GCC 13.1 (e) is required.

Additionally the supplier is: -

- To provide a comprehensive training schedule for operators to ensure correct use of the equipment.
- To provide a comprehensive training schedule for Clinical Engineering staff on the Hospital to ensure comprehensive technical support capability of the equipment of at least 1st/ 2nd level, by eligible resident Clinical Engineering staff.

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14. **SETTLEMENT OF DISPUTES (GCC Par.27)**

14.1 **Mediation Proceedings (GCC Par 2.7.1)**

- The mediation shall be informal. The Head: Department of Health shall have the absolute discretion to determine the procedure to be followed.

15. **APPLICABLE LAW (GCC Par. 30)**

- The contract shall be determined in accordance with South African laws.

16. **GENERAL**

16.1 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, Groote Schuur Hospital. Groote Schuur Hospital reserves the right, in its sole discretion:

16.2 **To withdraw** any services from the bid process, **to terminate** any party's participation in the bid process or **to accept or reject** any response to this invitation to bid on notice to the bidders without liability to any party; 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,

16.3 **To amend** the bid process, closing date or any other date at its sole discretion,

16.4 **To cancel** the bid or any part of the bid before the bid has been awarded,

16.5 **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,

16.6 **Not to award** the bid to the highest points or lowest price,

16.7 **To reject** all responses submitted and to embark on a new bid process.

17. **CONTACT DETAILS**

17.1 Please provide the particulars of the contact person responsible for all queries related to this bid, and if you are successful, this contract, and to whom all correspondence can be directed:

Contractor to initial.....

Name: .....

Designation: .....

Telephone no with area code: ..... Fax no: .....

Mobile no: .....Email address: .....

18. Enquiries may be directed to the bid administrator, at tell no (021) 404 3122 Ms Nomangesi Ntlantsana or Shade Dirks 021-404-2067, e-mail address nomangesi.ntantsana@westerncape.gov.za or shade.dirks@westerncape.gov.za

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Contractor to initial.....

DEPARTMENT OF HEALTH AND WELLNESS
GROOTE SCHUUR HOSPITAL
SUPPLY CHAIN MANAGEMENT
REFERENCE: GSH:PT93/2026
ENQUIRIES: MS. N. NTLANTSANA

SPECIFICATION FOR

THE PLACEMENT OF TWO (2) EXTRA CORPOREAL MEMBRANE OXYGENATION (ECMO) MACHINES WITH ACCESSORIES INCLUDING A FULLY COMPREHENSIVE MAINTENANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES FOR GROOTE SCHUUR HOSPITAL OVER A PERIOD OF FIVE (5) YEARS.

NOTE: BIDDERS MUST SPECIFY THE DETAILS OF THEIR OFFERS IN THE COLUMN ON THE RIGHT. IN RESPECT OF PARAGRAPH WHERE THE BIDDERS STRICTLY COMPLIES WITH THE SPECIFICATION REQUIREMENT, THE WORDS "AS SPECIFIED" MUST BE INSERTED NEXT TO THE PARAGRAPH.

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

NB: THE BID EVALUATION COMMITTEE (BEC) WILL REVIEW ANY DEVIATIONS SPECIFIED TO DETERMINE IF THE NATURE OF THE DEVIATION IS OF A MATERIAL NATURE. MATERIAL DEVIATIONS ARE ANY DIFFERENCE REQUIREMENTS WHERE SUCH DIFFERENCE WOULD AFFECT THE OPTIMUM USE OF THE MACHINE.

THE BID EVALUATION COMMITTEE (BEC) RESERVES THE RIGHT TO ALLOW SLIGHT DEVIATIONS IN SPECIFICATION; SUCH DEVIATIONS SHOULD NOT COMPROMISE THE FUNCTIONALITY OF THE SYSTEM.

1.	SCOPE	**FULL TECHNICAL AND OTHER DETAILS OF OFFER** **BIDDERS RESPONSE** **COMPLY OR DO NOT COMPLY**
1.1	**This specification establishes the requirements for** **THE PLACEMENT OF TWO (2) EXTRA CORPOREAL MEMBRANE OXYGENATION (ECMO) MACHINES W1TH ACCESSORIES INCLUDING FULLY COMPREHENSIVE MAINTANANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES FOR GROOTE SCHUUR HOSPITAL OVER A PERIOD OF FIVE (5) YEARS.** **GSH WILL PAY FOR THE CONSUMBABLES ONLY.**	
1.2	The systems offered shall comply with or exceed all of the minimum performance specifications as indicated below for the various subcomponents, supported by factory-supplied product specification / brochures.	
1.3	Descriptive literature, pamphlets, brochures, technical & material data sheets and all evidence of quality standards certification applicable to the offer (i.e. all components of system/consumables) shall accompany the bid, failing which the Bid shall not be considered.	
1.4	The agreement must include supply, delivery, demonstration and training of the equipment and consumables.	
1.5	GSH will pay for the consumables only.	

Contractor to initial.....

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
2	**APPLICABLE DOCUMENTATION**	
	The following documentation will form part of the specification and successful Bidder must guarantee that it will comply with the standards as set in the present and future of relevant legislation including but not limited to the following:	
2.1	General Conditions of Contract (GCC)	
2.2	Special Conditions of Contract (SCC)	
2.3	IEC 60601-1	
2.4	Hazardous Substances Act No 15 or 1973.	
2.5	A certified copy of the licence issued in terms of the aforementioned Act, in respect of applicable consumables offered must be submitted with the bid. Failure to comply may result in disqualification of the Bid offer.	
2.6	Bidders must support their statements in the **"FULL TECHNICAL AND OTHER DETAILS OF OFFER"**, column with separate documentary proof in respect of the equipment's performance requirements against each specified parameter. Details shall be supplied where asked for, this detail shall be taken into account during the adjudication process. Failure to complete the **"FULL TECHNICAL AND OTHER DETAILS OF OFFER"** shall lead to automatic disqualification of offer.	
2.7	A separate **"FULL TECHNICAL AND OTHER DETAILS OF OFFER"** column must be completed in respect of every additional offer submitted. A photocopy of the specification is to be used for this purpose.	
	SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY) REGISTRATION: Valid certified copy of SAHPRA certificate as a manufacturer, distributor or wholesaler of medical devices and IVD's must be included in your bid documents. A Valid Medicines Control Council certificate may also be considered. Failure to complete and submit the above documents will invalidate your bid. The contact number of SAHPRA is 012 395 9473 (Andrea Julsing) and e-mail address is: andrea.julsing@sahpra.org.za. Should you need to download application forms, please visit https://www.sahpra.org.za. Proof of application for registration will NOT be accepted, only a VALID SAHPRA or MCC certificate may be accepted.	

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		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
3.	**SPECIFICATION REQUIREMENTS:**	
3.1	The offered systems shall be delivered and fully functional, which shall include all the aspects as identified in the clauses below:	
3.2	The Bidder shall clearly indicate if their offered products complies with the stated requirements, by indicating, "Comply" or "Does not comply" next to the corresponding clauses; **Note: A tick ☑ or the term non applicable (n/a) is not sufficient. If the bidder does not state comply/do not comply the bid will be disqualified.**	
3.3	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause;	
3.4	The Bidder shall provide a clear pricing schedule listing all the consumables required and the associated pricing;	
3.5	The Bidder shall clearly indicate if their offered products exceeds the stated requirement by noting with proof "Above specification" next to the corresponding clause;	
3.6	All responses shall be clear and legible;	
3.7	State the life expectancy of the units being offered;	
3.8	All prices are to include VAT and are to be firm prices in Rand. The Bidder shall state the period for which the firm price is valid;	
3.9	The systems offered shall be of the latest technology. The Bidder shall state how long this technology has been commercially available (state when the model offered was launched) as well as if any near future updates are expected;	

Contractor to initial.....

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
3.10	If the products offered are unknown to the Department, the Department reserves the right to have the units evaluated by a team of technical and clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the acceptance or non-acceptance of the units. For this reason, a demonstration unit shall be readily available within four (4) days, failing which the offer will be automatically disqualified. The Bidder shall take representatives of the Department to a site where a similar unit is installed and in clinical operation. The cost for this site visit is for the account of the bidder and it shall not place any obligation on the Department to procure from this specific bidder;	
3.11	The equipment offered to render the service shall be currently in production and tried and tested in the clinical setting. Evidence that the equipment being offered can meet the required specifications shall be provided;	
3.12	Provide a list of users in South Africa where the equipment offered in bid is currently in clinical use and indicate the current models;	
3.13	In order for the department to make an informed decision, details shall be provided where bidders are asked to state details of their offer. This detail shall be considered in the adjudication process.	
3.14	A separate document shall be completed for every offer made. Offers made with no specification document completed shall not be considered;	
3.15	The requested options and optional extras must be clearly defined and a separate pricing schedule must be provided by the bidder for optional additional accessories	
3.16	State the manufacturing company's policy regarding availability of spare parts after production of the offered unit stops.	
4	**TECHNICAL SPECIFICATIONS**	

Contractor to initial.....

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
	A sustainable ECMO service is required at Groote Schuur Hospital with the placement of the Two (2) machines. The anticipated turnover is estimated at twenty-five (25) to thirty (30) patients per year for two machines	
4.1	**Pack: Circuit with oxygenator-**	
4.1.1	Must be Heparin bonded	
4.1.2	Must be licensed for up to 30 days continual use.	
4.1.3	Must have a shelf life of 2 years, not less than 18 months at time of delivery.	
4.14	Shall have a priming volume less than 800ml	
4.2	**ECMO Pump/ Machine -**	
4.2.1	RPM capability of 0-10,000.	
4.2.2	Flow rate of approximately of 0.5-7 Litres per minute.	
4.2.3	Please state if additional flow sensors are present on the device as this will be assessed by the bid evaluation committee.	
4.2.4	To state the number of automatic bubble detectors if a safety feature to stop flow is present can it be disabled.	
4.2.5	Pressure transducer measurements shall be incorporated on the circuits at a minimum of 3 locations, pre-pump, pre-oxygenator and post oxygenator. State if pressure transducers are inline (or require pressure bag) and whether Blood sampling is possible at these three sites.	
4.2.6	State if continuous mixed venous saturation readings are possible.	
4.2.7	State if continuous haematocrit /haemoglobin monitoring is possible.	

Contractor to initial.....

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
4.2.8	Ability to record and download data of each ECMO run must be available in digital formal	
4.2.9	State if continues lactate monitoring it is possible	
4.2.10	Automatic priming mode must be available.	
4.2.11	Stopwatch / Timers must be included.	
4.2.12	Tempature measurement with range of 20-42 degrees Celsius.	
4.3	**Screen display:**	
4.3. 1	Include RPMs, Flow (l/min), Pressure, Timers.	
4.3.2	Temperatures, Alarms (with messages where applicable) in English.	
4.3.3	Audio-visual alarms must be provided for the following:	
4.3.4	Pressure (ability to set maximum and minimum values as threshold).	
4.3.5	Self-test failure.	
4.3.6	System fault.	
4.3.7	Pump motor stopped or disconnected.	
4.3.8	Battery module failure.	
4.3.9	Battery below minimum.	
4.3.10	Low battery.	
4.3.11	On battery.	
4.3.12	Flow sensor disconnected	

Contractor to initial.....

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
4.3.13	Incorrect flow	
4.3.14	Incorrect pressure	
4.3.15	Motor overheating.	
4.3.16	Battery maintenance required.	
4.3.17	Power mode —AC and battery power.	
4.3.18	Power mode indicator.	
4.3.19	AC power 220 VAC at 50/60 Hz	
4.4	**Battery:**	
4.4. 1	Type —rechargeable	
4.4.2	Capacity: A minimum of 2 hours at 5.5 LPM /3500 RPM	
4.4.3	Unit must be electrically safe [earthed.	
4.4.4	Specify if an emergency hand crank is included in case of a system failure.	
4.4.5	A back up pump motor or dedicated back up machine must be included. Please indicate which one:	
4.5	**Additional accessories required as part of unit:**	
4.5.1	A warmer unit with relevant attachments for universal oxygenator devises must be included with the placement of the machines. Must have a warming setting of at least 40 degrees Celsius and be compact in design.	

Contractor to initial.....

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
4.5.2	A gas blender (state if electronic) must be included with the placement of the machines. A Flow range capability of approximately 0-10 litres /min and a Fi02 setting range of 0.21-1.00 must be provided. A gas alarm must be included, and low gas flow rates must be possible without constant alarming.	
4.5.3	The entire ECMO unit and "all associated paraphernalia must be housed on a sturdy mobile trolley.	
4.5.4	A mounting for standard size oxygen gas cylinder and applicable connections must be included in the offer.	
4.5.5	A dedicated training circuit for ongoing in —house training programs and re-accreditation for ECMO Specialist Sisters, Doctors, Perfusionists and Clinicals Technologists must be provided. The circuit will be utilized for 12 x one-hour sessions per monthly and for 4 x single day workshops run annually.	
4.5.6	Please state whether the unit can be used for air and/ or ambulance transport	
4.5.7	Please state if you are supplying transport bag for the device and consumables	
5.	Consumables: Disposable circuit with oxygenator	
5.1	"Circuits and oxygenator" refer to all disposable transducers, tubing, Circuits and oxygenator required for single patient use. Including priming set. Excluding priming fluid.	
5.2	The Bidder to tender for estimated amount of 25-30 oxygenator per annum.	
5.3	Please specify the buyout price for single disposable circuit and oxygenator per annum.	
5.4	Please specify bidder's policy for expiring stock. Preferably to allow consumable stock to be maintained with maximum shelf life.	
5.5	Departments unit will run in: Theatre and Intensive Care Units.	

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
5.6	The consumables offered must comply with or exceed all of the minimum performance specifications as indicated below, supported by factory supplied product specifications/brochures.	
5.7	The equipment with accessories placed by successful Bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) at the expense of successful Bidder, prior to payment being made.	
6.	**UPGRADE POLICY:**	
6.1	All future upgrades (hardware and software) involving patient safety shall be offered at no additional cost.	
6.2	All future upgrades removing software errors from existing software shall be supplied at no cost.	
7.	**GUARANTEE CONDITIONS**	
7.1	The Bidder shall support a five (5) year guarantee period on the systems.	
7.2	The same guarantee conditions shall apply to replacement units.	
7.3	The bidder to specify number of back-up machines available in Western Cape and South Africa and how long it will take to deliver them to Groote Schuur Hospital	
7.4	When the contract has lapsed one device shall remain on Groote Schuur Hospital premises until such time and all bought consumables are depleted.	
8.	**GENERAL MAINTENANCE INFORMATION**	
8.1	State the service intervals per year as prescribed by the manufacturer.	
8.2	State the duration of each service.	
8.3	The Bidder to state the response time (in hours) for a service technician to be onsite after fault is reported and the turnaround time for spares in case of a breakdown.	
8.4	If the system requires a UPS it must be included.	

Contractor to initial.....

		FULL TECHNICAL AND OTHER DETAILS OF OFFER BIDDERS RESPONSE COMPLY OR DO NOT COMPLY
8.5	If the system can assist with inter-hospital ECMO transfers the same guarantee conditions would apply as if the unit was on Groote Schuur Hospital premises.	
9.	**MAINTAINABILITY**	
9.1	Refer to GCC SECTION 13.1 (d) and SCC SECTION 9.4 (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)	
9.2	The Bidder shall preferable have an established technical support base in the Western Cape Province. The Bidder shall provide the physical address of the technical facility/workshop.	
9.3	The Bidder shall have an adequate quantity of factory-trained technicians, trained on the equipment offered, in their direct employ, preferably based in the Western Cape Province. State the number of technicians.	
9.4	The Bidder shall provide a back-up machine in the event of an extended breakdown, and the unit will be out of commission for 24 hours or more. It will be on the Bidder cost.	
9.5	The Bidder will be responsible for all repairs and maintenance of the equipment during the contract period.	
10.	**SAFETY**	
10.1	The unit shall comply with all international safety standards.	
11.	**TRAINING**	
11.1	Refer to GCC section 13.1 (e): The supplier may be required to provide 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.	
11.2	The successful Bidder shall at no extra cost provide additional future support to the users.	
End of Specifications		

Contractor to initial.....

Western Cape Government
Health and Wellness
FOR YOU

DEPARTMENT OF HEALTH AND WELLNESS
GROOTE SCHUUR HOSPITAL
SUPPLY CHAIN MANAGEMENT
REFERENCE: GSH:PT93/2026
ENQUIRIES: MS. N. NTLANTSANA

WCBD 3.1

PRICING SCHEDULE (PURCHASES)

BID FOR THE PLACEMENT OF TWO EXTRA CORPOREAL MEMBRANE OXYGENATION (ECMOÌ MACHINES WITH ACCESSORIES INCLUDING A FULLY COMPREHENSIVE MAINTANANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES AT GROOTE SCHUUR HOSPITAL OVER A THREE-YEAR PERIOD.

BID NUMBER		**GSH:PT93/2026**	VALIDITY DATE: **22 JANUARY 2027** (OFFER TO BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID)				
CLOSING DATE AND TME		**22 JANUARY 2027 AT 11H00 AM**					
PERIOD		**5 YEARS**					
NAME OF BIDDER							
ITEM NO.	QTY.	DESCRIPTION	PRICE IN RSA CURRENCY VAT				
1.		**THE PLACEMENT OF TWO (2) EXTRA CORPOREAL MEMBRANE OXYGENATION (ECMO) MACHINES WITH ACCESSORIES INCLUDING A FULLY COMPREHENSIVE MAINTANANCE CONTRACT AND THE SUPPLY AND DELIVERY OF CONSUMABLES AT GROOTE SCHUUR HOSPITAL OVER A FIVE (5) YEARS GROOTE SCHUUR HOSPITAL WILL PAY FOR THE CONSUMBABLES ONLY.**	YEAR ONE (1)	YEAR TWO (2)	YEAR THREE (3)	YEAR FOUR (4)	YEAR FIVE (5)

Contractor to initial.....

1.1	2	Placement of 2 x Extra Corporeal Membrane Oxygenation (ECMO) system with accessories which includes the following:	No cost	No cost	No cost	No cost	No cost
1.2	For the duration of 5 years	Maintenance of equipment	No cost	No cost	No cost	No cost	No cost
1.3	2	Maintenance Manuals	No cost	No cost	No cost	No cost	No cost
1.4	2	Operators Manuals	No cost	No cost	No cost	No cost	No cost
1.5	2	Operator Training	No cost	No cost	No cost	No cost	No cost
1.6	2	Technical Training	No cost	No cost	No cost	No cost	No cost

ESTIMATED QUANTITIES	DESCIPTION	BID PRICE IN RSA CURRENCY ALL APPLICABLE TAXES INCLUDED			
		YEAR 1			
30 per annum	Disposable circuits with Oxygenator	R	Per each	R	For the lot
		YEAR 2			
30 per annum	Dis sable circuits with Oxygenator	R	Per each	R	For the lot
		YEAR 3			
30 per annum	Disposable circuits with Oxygenator	R	Per each	R	For the lot
		YEAR 4			
30 per annum	Disposable circuits with Oxygenator	R	Per each	R	For the lot
		YEAR 5			
30 per annum	Disposable circuits with Oxygenator	R	Per each	R	For the lot
	GRAND TOTAL FOR YEAR 1, 2, 3, 4 AND 5			**R**	**For the lot**

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

A. Required by: **Department of Critical Care**

At: **Groote Schuur Hospital**

Observatory, Cape Town

B. Brand name (if applicable) .....

C. Product code/catalogue code (if applicable) .....

D. Country of origin .....

E. Does the offer comply with specification? Please circle your option. **YES/NO**

F. *If not to specification, please indicate deviation*.....

.....

Contractor to initial.....

G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 2.1 of the Special Conditions**) .....

H. State packaging offered.....

I. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

J. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

K. Is product latex free? Please circle your option **Yes/No**

Contractor to initial.....

DEFINITION OF PRICING STRUCTURES

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

1. **Firm prices**

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

The following two pricing structures will also be considered as firm prices:

1.2 Firm prices **linked to fixed period adjustments**, i.e two tier prices (firm 1st and firm 2nd year prices), only subject to the variables indicated in the above paragraph.

1.3 Firm prices **subject to rate of exchange fluctuations -** claim shall be made within 60 days of delivery. (It is compulsory that the table below be completed for prices subject to rate of exchange variations). The Bill of entry, confirmation of the amount remitted abroad, and supplier invoice must accompany all claims.

Note: Any advantage due to a more profitable exchange rate must be passed on to the Province.

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

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

2. **Non-firm prices**

Non-firm prices are either prices **linked to proven adjustments** or prices **linked to escalation formula adjustments.**

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

adjustments.

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

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

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

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

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

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and**

Contractor to initial.....

not an escalated price.

D1, D2	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2 etc. must add up to 100%.
R1t, R2t	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. THE FOLLOWING INDEX/INDICES WAS USED TO CALCULATE THE BID PRICE:

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

Contractor to initial.....

PLEASE FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA.

THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

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

Please note: **Proven cost adjustments and formula-based adjustments cannot both be entertained at the same time.**

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Contractor to initial.....

DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

This registration 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 of such details.

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

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

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

   "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;

Contractor to initial.....

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

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

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

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

"Corruption" – General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 or 2004) as:

Any person who directly or indirectly-

(a) Accepts or agrees or offers to accept a 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 person any gratification, whether for the benefit of that other person or for the benefit or 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 or information or material acquired in the course or 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, 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, but excludes a person appointed in terms of section 12A of the 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

Contractor to initial.....

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

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

"**Institution**" means -

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

"Provincial Government Western Cape (PGWC)" means -

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative **W**ork **O**utside the **E**mployee's **E**mployment;

"Spouse" means a person's -

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

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

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

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

(a) Therefore, by 31 January 2017 all employees who are conducting business with and 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;

Contractor to initial.....

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

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

6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4 (1) (b) (iii) of the Competitions 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 prohibition *per se*, meaning that it cannot be justified on any grounds.

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   (a) disregard the bid of any bidder if that bidder, or any of its directors have abuse the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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

SECTION A: DETAILS OF THE ENTITY		
A1.	CSD Registration Number	**MAAA .....**
A2.	Name of the Entity	

Contractor to initial.....

A3.	Entity registration number (where applicable)	
A4.	Entity Type	
A5.	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, must be disclosed in the Table A below.

TABLE A

FULL NAME	**DESIGNATION** Where a director is a shareholder, both should be confirmed	**IDENTITY NO**	**PERSONAL TAX REF NO**	**% INTEREST IN ENTITY**

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The Supply Chain Management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of 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 as director or a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

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Furthermore, an employee employed by an organ of state conducting remunerative work outside public enterprise should first obtain necessary approval (RWOEE), failure to submit proof of such authority, where applicable, may result in the 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 attached their approved "RWOP")***	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

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

TABLE B

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

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1.	Did the entity conduct business with the Institution in the last twelve months? ***(If yes, complete Table C)***	NO	YES

Contractor to initial.....

TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPT/ PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NO	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) 3265445.*	NO		YES
C5.	If you replied 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?	N/A	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law, including a court outside the Republic of South Africa?	NO		YES
C7	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO		YES

Contractor to initial.....

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before 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.

iii 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, specifications, 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;

iv that the entity or its representative is 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

v. 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'SIGNATURE

Contractor to initial.....

1. 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 before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

Commissioner of Oaths:

Full Name and Surname: _____

_____

Signature of commissioner of Oaths

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

Date: _____ Place: _____

Business Address: _____

Contractor to initial.....

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade, Industry and Competition (DTIC) is charged with the responsibility of administering the programme.

1. **PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US $10 million will have an NIP obligation. This threshold of US $10 million can be reached as follows:

(i) Any single contract with imported content exceeding US $10 million;

or

(ii) Multiple contracts for the same goods, works or services each with imported content exceeding US $3 million awarded to one seller over a 2-year period which in total exceeds US $10 million;

or

(iii) A contract with a renewable clause, where should the option be exercised the total value of the imported content will exceed US $10 million.

or

(iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US $3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US $10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTIC would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

Contractor to initial.....

1.4 A period of seven years has been identified as the time frame in which to discharge the obligation.

2. **REQUIREMENTS OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTIC for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts of the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

2.3 For bids above R10 million, accounting officer's authorities are required to obtain clearance from the Department of Trade, Industry and Competition regarding the National Industrial participation Programme prior to the award of any bid in excess of R10 million (ten million rands).

3. **BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contracts as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTIC in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTIC with the following information:

- Bid / contract number
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content.
- Imported content of the contract, if possible

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade, Industry and Competition, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401. Facsimile (012) 394 2401 or e-mail at Elias@thedtic.gov.za for further details about the programme.

4. **PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTIC with the information required, the following steps will be followed:

Contractor to initial.....

(a) The contractor and the DTIC will determine the NIP obligation;

(b) The contractor and the DTIC will sign the NIP obligation agreement;

(c) The contractor will submit a performance guarantee to the DTIC;

(d) The contractor will submit a business concept for consideration and approval by the DTIC;

(e) Upon approval of the business concept by the DTIC, the contractor will submit detailed business plans outlining the business concepts;

(f) The contractor will implement the business plans; and

(g) The contractor will submit bi-annual progress reports on approved plans to the DTIC.

4.2 The NIP obligation agreement is between the DTIC and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number ..... **Closing Date** .....

Name of bidder .....

Postal address .....

.....

Signature ..... **Name (in print)** .....

Date .....

Contractor to initial.....

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

---

1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

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

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;

1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act;

1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding/tendering;

1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

1.9 **"contract** "Error! Bookmark not defined. means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any

Contractor to initial.....

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"** includes all applicable taxes less all unconditional discounts;

1.16 "proof of B-BBEE status level contributor" means-

(a) The B-BBEE status level certificate issued by an authorized body or person;

(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

1,19 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); 1.20 "**the Regulations**" means the Preferential Procurement Regulations, 2017;

1.20 **"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;*

1.21 **"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

1.22 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

(a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender.

(*delete whichever is not applicable for this tender*).

2.3 Preference points for this bid shall be awarded for:

(a) Price; and

Contractor to initial.....

(b) B-BBEE Status Level of Contribution.

The maximum points for this bid are allocated as follows:

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

(a) points out of 80 for price below R50 000 000 or 90 for price above R50 000 000; and

(b) 0 points out of 20 for B-BBEE for price below R50 000 000 or 0 points out of 100 for B-BBEE for price above R50 000 000

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

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

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

Contractor to initial.....

objective criteria in addition to those contemplated in paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer. provided that it has been stipulated upfront in the tendering conditions.

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Regulations preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Contractor to initial.....

8	1	2
Non-compliant contributor	0	0

5.2 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.

5.3 A ***QSE that is less than 51 per cent (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.

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

5.5 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.

5.6 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.

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

5.8 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.

6. BID DECLARATION

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/entity : .....

8.2 VAT registration number : .....

8.3 Company Registration number:

.....

Contractor to initial.....

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

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

(b) *As set out in Section 13O 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 in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;*

(iii) *provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or*

(iv) *engages in a fronting practice.*

(c) *If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.*

(d) *Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.*

(e) *The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.*

(f) *The purchaser may, in addition to any other remedy it may have –*

- *disqualify the person from the bidding process;*
- *recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;*
- *cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and*
- *forward the matter for criminal prosecution.*
- *The information furnished is true and correct.*
- *The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.*

Contractor to initial.....

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

DATE: .....

ADDRESS: .....

.....

WITNESSES:

1. .....

2. .....

Contractor to initial.....

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

I hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised 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 the management accounts and other information available on 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 as amended 3.3 (e) (**select one)**_____ of **the dti** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

Contractor to initial.....

100% black owned	**Level One** (135% B-BBEE procurement recognition)		
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)		
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include 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 operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and 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 signed by commissioner.

Deponent Signature: _____

Date: _____

_____

Commissioner of Oaths

Signature & stamp

Contractor to initial.....

CHECKLIST FOR BID

The presence of incomplete and/or unsigned and/or absent documents from bid offers have become an unfortunate tendency since the inception of new bid forms in January 2004.

It has become increasingly noticeable that bidders are unaware of the importance of the various bid documents. The finalisations of bids are significantly delayed by the Department's resultant efforts to obtain the information/signatures/absent documents.

The purpose of this checklist is to:

- highlight all critical documents that constitute a complete bid and provide some general instructions for their completion,
- provide bidders with a final opportunity to ensure that all these critical documents are PROPERLY COMPLETED and INCLUDED in their final offer, and
- enable this office to verify that bidders have attempted to ensure that all required documents in their offer have been completed/signed/included.

Please read this checklist in conjunction with the content of the relevant form in each case.

Note: Bidders should mark the relevant boxes under the heading" Bidders" with X, please. **The Boxes under "Health" will be used to verify replies at this office.** **Bidders must complete this checklist and include it in their bid documents, please.**	**Bidder**	
	Yes	**No**
*The **Special Conditions** of bid document provides general instructions regarding critical aspects of the bid process including the provision of samples, testing and inspection of products, statement of supplies, quantities required, delivery rates, provision of prices, use of price increase formulae, payment and negotiations.*		
Have you indicated whether your delivery period is firm, whether your bid price will remain firm in all respects for the duration of the contract and whether your prices will be subject to exchange rate variations by circling YES or NO in the relevant paragraphs?		
Have you indicated your delivery rate per week and month and discounts offered on individual orders of various values by completing the relevant paragraphs?		
WCBD 1** constitutes the formalization of the bidder's bid and **failure to complete and sign it in full may render the bid invalid.		
Form **WCBD 1, INVITATION TO BID:** Have you completed all aspects of this form FULLY, including the YES/NO questions? Have you provided a SIGNATURE and indication of the signatory's capacity?		

Contractor to initial.....

Did you remember to include your B-BEE status level verification certificate?		
***WCBD 3** forms constitute a bidder's offer for a product/service. Bidders must ONLY include completed WCBD 3 forms for products/services on which they have made ACTUAL offers (i.e. bidders should NOT include blank WCBD 3 forms in their offer, please).*		
Form **WCBD 3.1**: Have you provided your company name, bid, number, BID PRICE **including VAT** and ensured that you have quoted for the correct unit of supply? Have you completed the questionnaire under the table with your prices in full?		
FIRM prices - Form **WCBD 3.1/2**: Have you furnished all information regarding prices subject to rate of exchange variations in the table provided?		
NON-FIRM prices – Form **WCBD 3.1/2:** Have you furnished all information regarding prices subject to proven adjustments in the table provided and included as annexures all other relevant details?		
***Amended WCBD 6.1** has two purposes. Firstly it is an introduction to terms and definitions used to explain the use of a points system to recommend bids. This form also contains formulae for calculations used during points adjudications.*		
Secondly Amended WCBD 6.1 is used by bidders to claim points for being classified as B-BBEE contributor. ***Bidders are required to provide an original or a certified copy of a B-BBEE certificate issued by a verification body accredited by SANAS.***		
Have you read and SIGNED the declaration in paragraph 9.8, provided TWO WITNESS SIGNATURES and your company address?		
Have you completed the **Sworn Affidavit – BBBEE Qualifying Small Enterprise?**		

Other general instructions:

The *General Conditions of Contract* is intended to draw special attention to general conditions applicable to government bids, contracts and orders and to ensure that bidders are familiar with the rights and obligations of all parties involved in doing business with Government. **Bidders must not include the General Conditions of Contract in their bid offers, please.**

Bidders are advised against including bulky product brochures, extensive company profiles and empowerment initiatives in their bid offers **unless they are requested specifically elsewhere in the bid documents or have a direct influence on the bidder's offer.**

Please sign this checklist as confirmation that it has been read and completed. The signatory shall be the person who signs the **WCBD1 Invitation to Bid** form for and on behalf of the bidder.

Contractor to initial.....

Print name	Signature	Capacity of signatory (manager, director, etc.)

THANK YOU FOR THE TIME AND EFFORT SPENT TO COMPLETE THIS CHECKLIST FULLY AND ACCURATELY

For Head Office use only – Verification of information provided by bidder

Responsible official – print name	Signature and rank	Date

Contractor to initial.....

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

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.

1. Definitions	1.	The following terms shall be interpreted as indicated:
	1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
	1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
	1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
	1.6	"Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	1.7	"Day" means calendar day.
	1.8	"Delivery" means delivery in compliance of the conditions of the

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		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

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		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

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		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

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		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 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

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		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 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.

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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

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		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.

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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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
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

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		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.

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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 favorable 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

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		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

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		the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition 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.

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	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.

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