Western Cape Government
Health and Wellness
FOR YOU

DEPARTMENT OF HEALTH AND WELLNESS
GROOTE SCHUUR HOSPITAL
REFERENCE: GSH: PT22/2025
ENQUIRIES: Mr. G. Craul

COVER LETTER

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

BID NUMBER: GSH: PT22/2025	**CLOSING DATE: 28 AUGUST 2026**	**CLOSING TIME: 11:00**

FOR THE REMOVAL, TRANSPORT AND STORAGE OF DECEASED PATIENTS FROM GROOTE SCHUUR HOSPITAL TO THE CONTRACTOR'S MORTUARY FACILITY FOR A THREE (3) YEAR PERIOD.

The successful bidder will be required to complete and sign a written contract form (WCBD7.1).	
BID DOCUMENTS MAY BE POSTED TO:	**GAVIN CRAUL, OLD MAIN BUILDING, F46, ROOM 53, BIDS OFFICE, 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 **Mr. Gavin Craul (Tel: 021 404 3520) / Shadé Dirks (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 from 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.

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

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	21 483 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.

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 BEE 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:

- **Gavin Craul** at telephone number **(021) 404 – 3122)** or e-mail at email **Gavin.Craul@westerncape.gov.za**

Please refer all specification enquiries to the following official:

- **Ronald De Jager** at telephone number **(021) 404 - 3236** or e-mail at **Ronald.DeJager@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.
- All enquiries will be acknowledged in writing. If needed, responses will be issued via addendum 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

Deputy Director: SCM and Finance

Date:

COLLIN FRANK
16 JUL 2026
DEP. DIRECTOR - FINANCE & SCM

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

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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 – GROOTE SCHUUR HOSPITAL.

BID NUMBER:	**GSH: PT22/2025**	CLOSING DATE:	**28 AUGUST 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**FOR THE REMOVAL, TRANSPORT AND STORAGE OF DECEASED PATIENTS FROM GROOTE SCHUUR HOSPITAL TO THE CONTRACTOR'S MORTUARY FACILITY FOR A THREE (3) YEAR PERIOD.**				
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	**GAVIN CRAUL**		CONTACT PERSON	**RONALD DE JAGER**	
TELEPHONE NO	**021-404-3520**		TELEPHONE NO	**021-404-3236**	
FACSIMILE NO	**N/A**		FACSIMILE NO	**N/A**	
E-MAIL ADDRESS	**Gavin.Craul@westerncape.gov.za**		E-MAIL ADDRESS	**Ronald.DeJager@westerncape.gov.za**	

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Western Cape Government
FOR YOU
Health and Wellness

DEPARTMENT OF HEALTH AND WELLNESS
GROOTE SCHUUR HOSPITAL
REFERENCE: GSH: PT22/2025
ENQUIRIES: Mr. G. Craul

<table>
<tr><th colspan="6">SUPPLIER INFORMATION</th></tr>
<tr><td>NAME OF BIDDER</td><td colspan="5"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="5"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="5"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="5"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN.</td><td></td><td>AND</td><td>CSD No:</td><td>MAAA</td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</td><td colspan="2">[TICK APPLICABLE BOX]
☐ Yes ☐ No</td><td>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td colspan="2">[TICK APPLICABLE BOX]
☐ Yes ☐ No</td></tr>
<tr><td colspan="2">IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)</td><td colspan="4">[TICK APPLICABLE BOX]
☐ Yes ☐ No</td></tr>
<tr><td colspan="6">[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]</td></tr>
</table>

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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 QUESTIONAIR 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.

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 APPLICATION 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."

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: ....

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

IMPORTANT NOTICE TO BIDDER/S: COMPULSORY BRIEFING SESSION FOR GSH: PT22/2025

DATE	:	12 AUGUST 2026
TIME	:	12H00
VENUE	:	OLD MAIN BUILDING, ENTRANCE 5, E - FLOOR, SMALL BENNIE DE WET LECTURE THEATRE, GROOTE SCHUUR HOSPITAL, ANZIO ROAD, OBSERVATORY 7925
BIDDERS TO NOTE	:	TO AVOID DELAYS IN THE COMMENCEMENT OF THE BRIEFING SESSION, BIDDERS ARE REQUESTED TO ARRIVE AT THE VENUE **BEFORE 11:45AM TO** COMPLETE THE ATTENDANCE REGISTER.
REGISTRATION COMMENCES FROM	:	11H30
NOTE	:	NO LATE BIDDERS WILL BE ALLOWED TO ENTER THE VENUE AFTER 12H00, AS THE DOORS WILL BE CLOSED. IT IS IMPORTANT TO NOTE THAT PROSPECTIVE BIDDERS MUST BE PUNCTUAL.

ENQUIRIES CAN BE DIRECTED TO THE BID OFFICE AT THE NUMBER PROVIDED ON THE COVER PAGE.

SECTION A: SPECIAL CONDITIONS OF CONTRACT

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

1. IMPORTANT INFORMATION AND REQUIREMENTS –
The bid process will consist of three (3) Phases, as follows:

Stage 1: Compliance with the specifications and bid requirements.

Stage 2: Site inspection (storage facility) at compliant bidders for compliance, capacity and capability.

Stage 3: Preferential procurement evaluation / price.

Stage 1: Compliance with the specifications and bid requirements

This stage involves the administrative and regulatory compliance check to ensure that all bids meet the minimum eligibility criteria. These include, but are not limited to:

- Registration on the Central Supplier Database (CSD);
- Submission of the bid before the closing date and time;
- Completion and submission of all required bid documentation, including a fully completed pricing schedule;
  - ➢ Declaration forms (WCBD4 forms, WCBD6.1, etc)
  - ➢ Any additional supporting documentation as required.

Note: Failure to comply with any bid requirement will result in the bid being disqualified at this stage and not progressing to further evaluation.

Stage 2: Site Inspection

➢ Bidders who are compliant with Stage 1 of the evaluation will be invited to the site inspection will be conducted for evaluation.

Stage 3: Preferential procurement evaluation/ Price

Bids that pass the first two stages will be evaluated on the basis of price and preferential procurement points as per the 80/20 preference point system:

- 80 points will be allocated for price;
- 20 points will be allocated for specific goals, which may include:
  - ➢ Level of B-BBEE contributor status;
  - ➢ Ownership by historically disadvantaged individuals etc.

Award Methodology:

This is a single supplier award. One bidder will be appointed to supply all items listed in the specification.
The total cost across all line items will be used to evaluate offers.
The bidder with the highest total points (price + preference) will be recommended for appointment.

2. EVALUATION OF SUBMITTED OFFERS AND SITE INSPECTION (STORAGE FACILITY) AT COMPLIANT BIDDERS FOR COMPLIANCE, CAPACITY AND CAPABILITY OF THEIR STORAGE FACILITY

2.1 The Bid Evaluation Committee (BEC) will evaluate if the submitted offers meet the requirements.

2.2 Pricing that does not include all costs to render a full service, will be deemed invalid and will not be considered. **No terms and conditions of bidders will be accepted and will be deemed non-compliant.**

2.3 Bidders who successfully submitted their bid document with all mandatory documents and fully completed the breakdown of the pricing schedule accurately as required above will be visited to conduct a compliance, capacity and capability inspection of their storage facility. Only offers that pass the compliance, capacity and capability site inspection will be considered. **Bidders to storage facility must be located on the same premises and under one roof, including the office, reception area, and storage space, to support effective accountability and oversight. No subletting or outsourcing of storage facilities will be permitted.**

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

2.5 The Department may at any given time request further information by means of formal written request signed by the Accounting Officer or Chief Financial Officer. The reason for the request will be to allow the service provider to clarify information relating to the offer received. No additional documentation will be accepted.

2.6 Where information is requested, the bidder will have two (2) working days to respond.

2.7 GSH reserves the right to:
2.7.1 verify any information supplied with the bid document(s);
2.7.2 not appoint any service provider.

3. AWARD CRITERIA
3.1 Bidders must note that the Department will award for rendering a complete service i.e.
- Removal
- Transport
- Storage

4. UNACCEPTABLE OFFERS
4.1 Offers will be deemed to be unacceptable by the Department when failing to comply with the requirements at any phase of the bidding process.

4.2 Bidders who do not pass a phase will not continue to the following phase/s.

4.2.1 WCGH reserves the right to:
4.2.1.1 To accept bids which it deems shall be in the best interest of the Department.

4.2.1.2 To disqualify a bidder or cancel any subsequently awarded agreement(s), should it be found that information disclosed was factually inaccurate and/or that misrepresentation of facts may have occurred;

4.2.1.3 To disqualify bidders who may attempt to bribe or influence any person employed by the Department of Health during the entire course of the bid process.

5. SERVICE LEVEL AGREEMENT

5.1 It will be expected from the successful service provider(s) to sign a contract and Service Level Agreement (SLA) with the WCGH.

5.2 The SLA will be a comprehensive and all-inclusive document that will be used to monitor, evaluate the service standards, and indicate any penalties as agreed upon by the parties.

5.3 The content of the bid(s) of the successful service provider(s) will form part of the SLA.

5.4 As the SLA may not be available on or before the successful service provider is required to commence the services, the terms and conditions as set out in the bid made by the service provider and accepted by the Department will constitute the terms and conditions governing the services until such time as the SLA has been executed.

6. BREACH OF CONTRACT

6.1 If the services are interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster or any other cause beyond the control of the Service Provider, WCGH and the Service Provider shall mutually agree on methods to continue with the completion of this service.

6.2 Failure to compliance to the CSD requirements during the contract period will lead to delay in payments or to no payments processed until the business profile have been updated on the database.

7. CRIMINAL CHECK & VERIFICATION

7.1 No employee or representative of the successful service provider may have a criminal record. If it is found that employees of the service provider do have a criminal record but was not declared, it can lead to termination of the contract.

8. LIABILITY

8.1 The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his/ her employees when they provide any services to Groote Schuur Hospital in terms of the bid and act within the course and scope of these duties and employment.

8.2 The contractor indemnifies and holds Groote Schuur Hospital blameless against the damage to property and loss of property of the Western Cape Government and any third party that may be involved.

8.3 The successful bidder **must** obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a **condition of this bid** that the successful bidder **must** submit proof of its Public Liability Insurance with their bid. Any non-compliance with this condition will render the contract **award null and void.**

9. SUB – CONTRACTING

9.1 No subcontracting will be allowed without the written approval of the Department of Health.

9.2 The contractor shall make use only of his/ her own site-trained undertaker personnel in accordance with the specifications described in this bid.

9.3 No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately discuss the matter with the Department's representative.

10. CHANGES TO BIDDER'S OPERATIONAL STATUS

10.1 As the bid is awarded on the information provided/ available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.

10.2 Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.

ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY

A. The information requested will assist the Department to evaluate the organisational and infrastructure capacity of the bidder to perform the specified requirements of this bid.

B. The Department reserves the right to carry out physical inspections in order to validate all or some of the information provided. See below in this document Annexure A, Site Inspection Evaluation form.

C. The information provided in this section is therefore of critical importance. If, after careful consideration, the Department is of the opinion that the bidder does not have the capacity, infrastructure or managerial/supervising skills to properly manage, perform and maintain the requirements of this bid, such a bid shall not be considered for acceptance.

D. Bidders may furnish additional information in writing and attach it to the last page of this section when submitting the bid.

E. Where applicable the appropriate "YES" or "NO" block must be marked with an "X".

1 **Financial Standing**

1.1 A letter from an accredited Accountant or Bookkeeping firm outlining the business financial standing.

1.2 The first payment can only be expected within 30 days after receipt of a payable invoice.

11.2 **Physical Infrastructure**

1.2.1 Administrative Office

1.2.1.1 Where is the bidder's administrative office which will be responsible to handle the request for the service?

State physical address, telephone numbers and active Email address.

....

....

1.2.1.2 Does the bidder have a contingency capacity in case of emergencies? **Provide contingency plan. Failure to submit a contingency plan will invalidate your offer.**

....

1.2.1.3 **Further Information Regarding the Administration Office:**

1.2.1.4 Is it a guaranteed 24-hours service?	Yes	No
1.2.1.5 Is it situated at home?	Yes	No
1.2.1.6 Is it a dedicated Administration Office?	Yes	No
1.2.1.7 Activated Land-line telephones in Administration Office.	Yes	No
1.2.1.8 Activated cellphones in Adminstration Office.	Yes	No

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11.2.1.9 Active e-mail address in Administration Office. Yes No

11.2.1.10 Administration Office always manned by well-trained staff who can handle emergency situations. Yes No

11.2.1.11 Does the company have a computerised mortuary programme or system? Yes No

11.3 **Uniforms**

11.3.1 The bidder must have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times? Yes No

11.4 **Identification Badges**

11.4.1 The bidder must have its own corporate photo-identification badge for employees to display clearly when on site? Yes No

11.5 **Undertaker Contract Experience**

11.5.1 Previous **five (5) years** undertaker service contract experience.

Company/State Department/ Provincial Department	Period of contract in months	No. of undertaker staffs deployed per shift	Reason for termination

11.5.2 Current Undertaker contract experience

Company/ State Department/ Provincial Department	Period of Contract		No. of undertaker staffs deployed per shift	Contact person	Tel. no.
	From	To			

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SECTION B: EVALUATION CRITERIA

1.	**ADJUDICATING PROCESS**	**BIDDERS RESPONSE** Reply: Yes / No Comments / Attachments (if applicable)
1.1	This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.	
1.2	However, only bids which are found to be acceptable will be allocated Preference Points.	
1.3	Preference points will be allocated in terms of the balanced scorecard. Bidders must provide a valid BEE certificate at the close of bid.	
2.	**EVALUATION CRITERIA**	**BIDDERS RESPONSE** Reply: Yes / No Comments / Attachments (if applicable
Bids will be deemed to be acceptable I (Inter Alia):		
2.1	Compliant with conditions and legitimacy test.	
2.2	Compliant with the specification.	
2.3	**Statutory Requirements.** Only bidders who comply with Section E Statutory Requirements will be considered for acceptance.	
2.4	**Central Suppliers Database.** Bidders are to be registered on the Central Supplier Database.	
3.	**COMPLIANT WITH LATENT AND OTHER FACTORS WHICH MAY AFFECT THE AWARD OF THE BID. Which includes interalia;**	**BIDDERS RESPONSE** Reply: Yes / No Comments / Attachments (if applicable
3.1	**Organizational, Financial and Infrastructure Assessment** Only bidders whose organization and infrastructure are deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organizational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.	
3.2	**Bidders Capacity** Only bids which are in the opinion of the Department priced so as to at least achieve the stated expectation will be considered for acceptance. Only bids which are in the opinion of the Department.	

SECTION C: DEFINITIONS

1. **DEFINITIONS**

1.1 **Contractor/Successful Bidder/Service Provider/Undertaker Service**

The organisation or individual providing contracted undertaker services.

1.2 **User/Department**

The authority retaining a contractor, to carry out an undertaker service, in accordance with an agreed contract.

1.3 **Contract and Conditions**

1.3.1 **Contract**
The contract is a legal document that results from the acceptance of a bid and is inclusive of the bid documentation pertaining to the invitation, site instructions, the bid response and the General Conditions of the Contract.

1.3.2 **Conditions**
All conditions and procedures laid down, and which may affect the legal aspects of the bid or the contract.

1.4 **Bid**
A written offer, in prescribed format, to provide an undertaker service to the User.

1.4.1 **Bidder**
The organisation or individual completing and submitting the bid.

1.5 **Site Instructions** (generic and specific)

An operational document detailing the specific duties to be performed and conditions to be met in terms of the contract.

1.6 **Co-ordinator**

The representative of the User.

1.7 **Check call**

Routine communication to verify the location and status of undertaker service undertaker staff on duty and to report any deviations from contract conditions.

1.8 **Undertaker staff**

A person employed by a contractor (Undertaker service Provider) to carry out undertaker service duties.

1.9 **Specification**

The document setting out proposed services to be supplied in terms of the contract.

1.10 **Status Quo**

The condition or state of affairs of the bidder and bidding organisation as at the date of bid.

1.11 **General Conditions of Contract**

The General Conditions of the Contract is attached to the bid document.

1.12 **May**

Indicates the existence of an option.

1.13 **Shall/Must**

Indicates that a statement is mandatory.

1.14 **Should**

Indicates recommendations.

1.15 **Interpretations**

1.15.1 Words referring to the singular also include the plural and vice versa where the context so requires.

1.15.2 Any gender includes the other.

1.15.3 Reference to person(s) include all entities (i.e., corporations, associations, partnerships, close corporations, government or local authorities, and other legal entities and natural persons).

SECTION D: ADDITIONAL CONDITIONS OF CONTRACT		**BIDDERS RESPONSE** Reply: Yes / No Bidders are to indicate in the column are to indicate in the column provided that he/she has read and understood the specific conditions.
2.1	**Liability**	
2.1.1	The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his employees when they provide any services to the Provincial Government in terms of the bid and act within the course and scope of these duties and employment.	
2.1.2	The contractor indemnifies and holds the Provincial Government blameless against the damage to property and loss of property of the Provincial Government and any third party that may be involved.	
2.1.3	**Important**	
	The successful bidder must obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a condition of this bid that the successful bidder must submit proof of its Public Liability Insurance at bid closure.	
2.1.4	It is mandatory that all staff deployed on site be **vaccinated against Hepatitis B**. Three doses of vaccine are required each four weeks apart. Booster doses are required every five years. Workers who have been vaccinated less than five years ago, do not require vaccination. It is a **condition of this bid** that the successful bidder **must** submit proof **one week** before commencing of service that all staff to be deployed on site has been vaccinated.	
2.2	**Advertising and Trading**	
2..2.1	Neither the successful bidder nor his staff shall be entitled to offer any article for sale, sell any article or distribute any article free of charge on the site.	
2.3	**Sub-contracting**	
2.3.1	The contractor shall make use only of his own site-trained undertaker staffs in accordance with the specifications described in this bid.	
2.3.2	No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately discuss the matter with the User.	
2.4	**Changes to Bidders Operational Status**	
2.4.1	As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.	
2.4.2	Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.	
2.5	**Service Level Agreement**	

2.5.1	A service level agreement will be entered into with the successful bidder.	
2.6	**Contract period**	
	The contract period is for a three (3) year period.	

SECTION E: STATUTORY REQUIREMENTS

A. Every question must be answered by marking the applicable "Yes" or "No" block with an "x". Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.

B. All information provided in this Section shall or may be verified by The Department.
C. Where documentary evidence is required, such documentation so required must be the original or copies certified by a Commissioner of Oaths.
D. Relevant documentation and copies of such documentation must be attached to the last page of this section.

3.1 **Organisational status of Bidder**

- Individual ownership — Yes / No
- A company — Yes / No
- A close corporation — Yes / No
- Partnership — Yes / No
- Joint venture — Yes / No

3.1.1 **Documentary Evidence Required**

3.1.1.1 Company: Public or private company registration issued by the Registrar of Companies, including the names of the directors and shareholders certificates of each shareholder. — Yes / No

3.1.1.2 Close corporation: CK1 and CK2 certificates of the Registrar of Close Corporations. — Yes / No

3.1.1.3 Copy of partnership agreement and in the case of joint ventures and consortia a memorandum of understanding. — Yes / No

3.2 **Registration in terms of the compensation for Occupational Injuries and Diseases Act 130 of 1993**

3.2.1 Is the bidder registered as an employer with the Commissioner? Provide documentary evidence of current valid registration. — Yes / No

3.3 **Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations of the Act**

3.3.1 Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act? — Yes / No

3.4 **Competency certificate**

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

3.4.1	Does the bidder have a **Competency certificate** per storage facility. Bidder to provide proof, failure to do so will invalidate the bid offer.	Yes	No
3.5	**Vehicle Details**		
3.5.1	Certified copy of Registration document/s and license to be attached to bid offer.	Yes	No
3.6	**Insurance**		
3.6.1	Details of Public Liability Insurance to be attached to bid offer.	Yes	No
3.7	**Full-Service History**		
3.7.1	Details of twelve (12) months' service history of the refrigeration equipment must be submitted with your offer. Where new refrigeration equipment has been installed proof of purchase and or delivery date must be provided.	Yes	No
3.8	**Professional Driver`s Permit**		
3.8.1	Certified copies of the undertaker staff professional drivers permit (PDP) name/s registered on pay roll dated within three months of closing date.	Yes	No

SECTION F: QUESTIONNAIRE: ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER

A. The information requested will assist the Department to evaluate the organisational and infrastructure capacity of the bidder to perform the specified requirements of this bid.

B. The Department reserves the right to carry out physical inspections in order to validate all or some of the information provided.

C. The information provided in this section is therefore of critical importance. If, after careful consideration, the Department is of the opinion that the bidder does not have the capacity, infrastructure or managerial/supervising skills to properly manage, perform and maintain the requirements of this bid, such a bid shall not be considered for acceptance.

D. Bidders may furnish additional information in writing and attach it to the last page of this section when submitting the bid.

E. Where applicable the appropriate "YES" or "NO" block must be marked with an "X".

4.1 **Organizational Infrastructure**

4.1.2 Ownership (members, partners, directors, sole owners)

SURNAME & INITIALS	ID NUMBER	DESIGNATION OR TITLE	CITIZENSHIP	MALE OR FEMALE	ETHNIC GROUP	% OWNERSHIP

4.1.2.1 Do any of the above have any ownership or interest in any other undertaker service providers or undertaker service Businesses. Yes No

4.1.2.1.1 If YES full details must be declared by the bidder.

4.1.3 Management

SURNAME & INITIALS	I.D. NUMBER	MALE OR FEMALE	ETHNIC GROUP	CITIZEN-SHIP	DESIGNATION OR TITLE	PSIRA REGISTRATION NUMBER	UNDERTAKER SERVICE INDUSTRY GRADE QUALIFICATION PER SECTORAL DETERMINATION NO. 6	OTHER UNDERTAKER SERVICE OR MANAGEMENT QUALIFICATIONS
					Managing Director or Member			
					General Manager			
					Operations Manager			
					Area Manager			

4.1.4 **Financial Standing**

The bidder must be financially self-sufficient to pay all costs, uniforms, overheads, including salaries for the first two months of the contract, as well as for any on-site training period.

The first payment can only be expected between 45 and 60 days after the commencement of the contract. Thereafter payment may be expected within 30 days of submission of invoice at the end of the month in which the service was provided.

Full details with documentary evidence are to be provided with the bid as to how the bidders will finance the contract.

4.1.5 **Restraint of Trade**

Does the bidder or any official or an employee have a restraint of trade order against him or her?	Yes	No
4.1.5.1.1 If Yes, does he or she comply with the restriction.	Yes	No

4.1.6 **Total Number of Employees :**

Designation	Number
• Management	
• Administration	
• Supervisors	
• Undertaker staffs	
• Other	

4.1.7 **What is the Citizenship of the Undertaker staff Employed by the Bidder?**

		Number
4.1.7.1	Republic of South Africa	
4.1.7.2	Other : Specify country	
4.1.7.2.1	______________	
4.1.7.2.2	______________	
4.1.7.2.3	______________	
4.1.7.2.4	______________	
4.1.7.2.5	______________	
4.1.7.2.6	If more provide details on separate sheet.	

4.1.8 **Indicate Percentage Turnover of Undertaker staff During the Last 12 Months.**

		Number
4.1.8.1	Less than 20%	
4.1.8.2	Between 21-50%	
4.1.8.3	Over 50%	

4.1.9 **Employment Equity Act (55 of 1998)**

Provide full details of employment equity targets and current status.

4.2 **Physical Infrastructure**

4.2.1 Administrative Officers

4.2.1.1 Where is the bidder's administrative office which will be responsible for handling the request for the service.

State physical address and telephone numbers.

....

....

....

4.2.1.2 Does the bidder have a contingency capacity in case of emergencies? **State Capacity.**

....

4.2.1.3 Does the bidder have a rapid deployment plan for deployment of standby staff in case of emergencies. **State details including guaranteed response time.**

....

4.2.1.6 **Further Information Regarding the Administration Office:**

4.2.1.6.1	Is it a guaranteed 24-hours service?	Yes	No
4.2.1.6.2	Is it situated at home?	Yes	No
4.2.1.6.3	Is it a dedicated Administration Office?	Yes	No
4.2.1.6.4	Land-line telephones in Administration Office.	Yes	No
4.2.1.6.5	Activated cellphones in Adminstration Office.	Yes	No
4.2.1.6.6	Fax in Administration Office.	Yes	No
4.2.1.6.7	Administration Office always manned by well-trained staff who can handle emergency situations.	Yes	No
4.2.1.6.8	Does the company have a computerised mortuary programme or system?	Yes	No

4.3 **Uniforms**

4.3.1	Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?	Yes	No

4.4 **Identification Badges**

Does the bidder have its own corporate photo-identification badge which is compulsory for employees to display clearly when on site.	Yes	No

4.5 **Undertaker Contract Experience**

4.5.1 Previous undertaker service contract experience over the past five (5) years.

Company/State Department/ Provincial Department	Period of contract in months	No. of undertaker staffs deployed per shift	Reason for termination

4.5.2 Current Undertaker contract experience

Company/ State Department/ Provincial Department	Period of Contract		No. of undertaker staffs deployed per shift	Contact person	Tel. no.
	From	To			

Western Cape Government

FOR YOU

Health and Wellness

DEPARTMENT OF HEALTH AND WELLNESS

GROOTE SCHUUR HOSPITAL

REFERENCE: GSH: PT22/2025

ENQUIRIES: Mr. G. Craul

WESTERN CAPE DEPARTMENT OF HEALTH
GROOTE SCHUUR HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:

FOR THE REMOVAL, TRANSPORT AND STORAGE OF DECEASED PATIENTS FROM GROOTE SCHUUR HOSPITAL TO THE CONTRACTOR'S MORTUARY FACILITY FOR A THREE (3) YEAR PERIOD.

BID NUMBER: GSH: PT22/2025

NAME OF BIDDING COMPANY: ______________________________

NAME OF PRODUCT OFFERED: ______________________________

NAME OF BIDDER / CONTACT PERSON: ______________________________

CONTACT NUMBER: ____________________ (w) ____________________ (cell)

THE "DETAILS OF OFFER" SECTION MUST BE COMPLETED IN FULL. FAILURE TO REPLY TO ALL SECTIONS WILL RESULT IN THE OFFER NOT BEING CONSIDERED.

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.		**THE BIDDER SHALL CLEARLY INDICATE IF THEIR OFFERED PRODUCTS COMPLY WITH THE STATED REQUIREMENTS, BY INDICATING.**
1.	**SCOPE**	**REPLY: COMPLY OR DO NOT COMPLY IN THE BOXES BELOW. A tick (✓) is not acceptable** Add comments or attachments as required.
1.1	This specification establishes the requirements for the removal, transport and storage of deceased patients from Groote Schuur Hospital to the contractor's mortuary facility for a three (3) year period. The requirements of this bid must not be confused with those of **WCDOH 168/2022** - Rendering of a cremation/funeral service for patients classified as paupers. However, the successful bidder **MUST** give full co-operation to the contractor appointed in terms of contract **WCDOH 168/2022** or whichever bid is invited in place of such bid and shall hand over bodies of paupers for cremation/burial on presenting an official order or other stipulated documents from the Hospital to the successful bidder of the said contract. The successful bidder does **NOT** have the **SOLE** right to remove all bodies from Groote Schuur Hospital. Families may appoint their own undertaker to do so if they wish. The successful bidder must be a registered company specializing in the provision of undertaking and related services. Alternative bid proposals will also be accepted.	
1.2	The required quantities are estimated and GSH reserves the right to increase or decrease the quantities based on the hospital's requirements and patient volumes.	
1.3	The services offered must comply with or exceed all the minimum performance specifications as indicated in the bid document, supported by product specifications / brochures.	
1.4	The successful bidder should ensure that they remain compliant with all the requirements of this bid for the entire duration of the contract.	
1.5	All prices shall include VAT and are to be firm prices in Rands (a period of 60 days from the tender closing date is the minimum validity period).	

2.	**APPLICABLE DOCUMENTATION**	**REPLY: COMPLY OR DO NOT COMPLY IN THE BOXES BELOW.** **A tick (✓) is not acceptable** Add comments or attachments as required.
2.1	The following documentation will form part of the specification, and the successful Bidder must guarantee that it will comply with the standards as set in the present and future relevant legislation including but not limited to the following:	
2.2	General Conditions of Contract (GCC)	
2.3	Special Conditions of Contract (SCC)	
2.4	The Hazardous Substance Act (No. 15 of 1973).	
2.5	All bidders MUST submit the completed bid document with mandatory documentation listed in point 2.7 below and completed pricing schedule WCBD 3.1.	
2.6	**Please submit / provide an original valid or certified valid copy not older than 3 months of the following mandatory documents:**	
2.7	The bidder must be a registered company specialising in the provision of undertaking and related services (Designation of Funeral Undertaker document in terms of section 22A (1) of the Births and Deaths Registration Act 1992 (Act 51 of 1992) issued by Department of Home Affairs). A certified copy dated within three months of closing date or must be in the process of obtaining one (proof / letter must be submitted with the bid). NOT a CK1 registration document.	
2.8	Competency certificate per storage facility. Bidder to provide proof. A certified copy dated within three months of bid closing date.	
2.9	Details of service history of the refrigeration equipment for the last 12months with your offer. Where new refrigeration equipment has been installed, proof of purchase and or delivery date must be provided".	
2.10	Copies of the undertaker staff Professional Drivers Permit (PDP) and Motor Vehicle Licence or proof of application must be submitted with the bid offer and must be dated within three (3) months of bid closing date.	
2.11	Copy of Public Liability insurance document dated within twelve (12) months of bid closing date.	

2.12	**Contingency plan** must be provided as per point 11.2.1.3.	
2.13	Proof of registration on the **Central Supplier Database (CSD)**.	
3.	**REQUIREMENTS**	**REPLY: COMPLY OR DO NOT COMPLY IN THE BOXES BELOW.** **A tick (✓) is not acceptable** Add comments or attachments as required.
3.1	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause.	
3.2	The Bidder shall provide a clear pricing schedule, with a price breakdown per item, per year and a total price (including vat).	
3.3	The Bidder shall clearly indicate if their offered product exceeds the stated requirement by noting with proof "**Above specification**" next to the corresponding clause.	
3.4	All responses shall be clear and legible.	
3.5	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.	
3.6	Each offer shall be accompanied by a completed specifications document. Failure to comply with this instruction shall lead to the disqualification of the offer.	
3.7	The Hospital reserved the right to inspect the bidder's premises and the premises of any references supplied before the bid has been adjudicated at any time without a notice.	
3.8	**Service Periods:**	
3.8.1	The successful bidder may only contact the relatives of the deceased after the 96 – hour free storage period has lapsed, should no one make any inquiries. The following MUST be noted: • Neither the successful bidder nor his staff may contact the family within the initial 96 – hour period. • Any departure from this will be viewed in a serious light and will be regarded as a breach of the contract conditions. This action could lead to the immediate termination of the contract. Documentary proof must be available to this effect.	

3.8.2	The bid price must make provision for a 96 – hour refrigeration storage period, at no cost. The 96 – hour period shall commence from the time stipulated on the body release form.	
3.8.3	Only from 07:00 on the next day following the expiry of the 96 – hour free storage period may the successful bidder commence billing for every 24 hours. Bidders must not instil undue financial hardship on relatives / family members.	
3.8.4	All bodies must be stored individually on a stainless-steel tray.	
3.8.5	Storage cost after the 96 – hour free storage period MUST be recovered by the successful bidder from the undertaker appointed by the family of the deceased. The Hospital will only be liable for payment of storage fees should the deceased be categorized as a pauper.	
3.8.6	The successful bidder does not have the right to remove all bodies from Groote Schuur Hospital. Relatives may appoint their own undertaker to do so if they wish to.	
3.8.7	Operating Hours (Enquiries, Releasing of Bodies to various Under Takers Viewing): 08H00 – 16H00; Monday - Friday In exceptional circumstances the Groote Schuur Hospital Manager can request bodies to be released to the family undertakers.	
3.9	**Infrastructure and Equipment:**	
3.9.1	The successful bidder must have their own refrigeration storage facilities, own transport and staff to render the service within 2 hours of notification by the hospital that the service is required. The minimum storage capacity must not be less than 40 dedicated spaces for Groote Schuur Hospital bodies. A certified copy of the refrigeration equipment's service history for the last 12 months must be submitted at the close of the bid.	
3.9.2	The successful bidder must be a registered company specialising in the provision of undertaking and related services.	
3.9.3	The successful bidder must be in possession of a competency certificate. **Certificate of Competence (COC) issued by the local municipality.**	
3.9.4	The successful bidder MUST only use motor vehicles which are designed for the removal of bodies and no trailers or other unsuitable vehicles may be used. The vehicle must be self-propelled and must be the property of the company. All vehicles must be clearly marked with the successful company's logo. Certified copies of vehicle registration documents to be supplied on bid closure.	
3.9.5	The successful bidder shall maintain a register and a computerized burial register in which he shall enter from the burial order (notification of death - DHA 1663), the prescribed particulars regarding bodies removed from Groote Schuur Hospital on a daily basis.	
3.10	**Minimum specifications:**	
3.10.1	The following minimum specifications for the required service are to be complied with:	

3.10.2	All bodies must be removed within a period of two 2 hours from the time the request for removal is made by the Hospital. If not removed within 2 hours after notification a penalty of **R50 per hour** will be affected by the hospital.	
3.10.3	The bodies must be removed by at least two (2) employees of the successful bidder who must be neatly attired and have company identity badges. Cell phones to be always switch off when collecting bodies.	
3.10.4	On arrival at the hospital the two (2) employees are to proceed to the Department, Ward, Clinic, ICU, Theatres etc and liaise with the official who requested the service.	
3.10.5	The employees must be able to communicate in two (2) of the official languages spoken in the western cape.	
3.10.6	No bodies deemed as unnatural death shall be removed from Groote Schuur Hospital by the service provider.	
3.10.7	Before the body is removed from the Department, Ward, ICU, Clinic, Theatres etc all notice of death paperwork must be completed and the body release form signed.	
3.10.8	Each body must be identified with a plastic identification strap which must be fixed to the left arm as well as a tag to the left toe. Both these identification tags must have the patient's name clearly endorsed thereon.	
3.10.9	The body must then be transferred onto the successful bidder's own neat and presentable fold up trolley or similar (see attached specifications – **Para: 7**) which must have at least 2 restraining straps fitted and covered with a plastic shroud and a blanket before being taken out of the Department, Ward, ICU, Clinic, Theatre, etc. No hospital linen may be removed with the body by the bidder. Bidders must provide a sample of current trolleys used to transport deceased patients.	
3.10.10	Removal of bodies from the hospital can only be done via the A-Z Level (goods gate) between 07h00 and 19h00 and after 19h00 bodies must be removed via A-Floor (service street). Maternity cases must be done via the Maternity Centre.	
3.10.11	The bodies must be stored into a body fridge, which MUST be on the successful bidder's premises. i.e., no bodies may be stored at other funeral parlours. The successful bidder will be required to keep record of where the deceased is placed in the body fridge. These records must be open to inspection and verification by a hospital official at any given time.	
3.10.12	When the body has to be transported to and from the University / Medical School (Anatomical Pathology Laboratory), this shall be done by the Contractor free of charge.	
3.10.13	The successful bidder must ensure that the body fridge to be used for the storage of the bodies must be maintained at the set prescribed temperature **i.e. 2°C - 4°C**, and every hour, the temperature reading must be written down on a monitoring tool.	

3.10.14	Should any family request a viewing of a deceased patient or any other highly contagious deceased patient this service must be provided free of charge.	
3.10.15	The bidder will be responsible to provide their employees with the appropriate Personal Protective Clothing when they remove a deceased patient or a highly contagious deceased patient. **A cost breakdown of the PPE (itemized billing) for the removal of the highly contagious deceased patient must be submitted at close of the bid.**	
3.10.16	If family member/s of the deceased had not made contact after 10 days, the successful bidder must contact the Hospital death Administrative Officer. The Officer will make the necessary arrangements with the respective University to collect the body for a possible donation. **Remains left unclaimed for 30 days with sufficient proof of attempts to contact the next of kin shall be available for donation or buried / cremated as a pauper.**	
3.10.17	The successful bidder may not store a body for longer than 30 days, as payment for storage beyond this period will not be considered.	
3.11	**Conditions of Storage**	
3.11.1	The successful bidder may only contact the relatives of the deceased after the 96-hour free storage period had lapsed should no one make any enquires. The following MUST be noted: • Neither the successful bidder nor his staff may contact the family within the initial 96-hour period. • Any departure from this will be viewed in a serious light and will be regarded as breach of the contract conditions. This action could lead to the immediate termination of the contract. Documentary proof must be available to this effect.	
3.11.2	The bid price must make provision for a 96-hour refrigeration storage period, at no cost. The 96-hour period shall commence from the time stipulated on the body release form.	
3.11.3	Only from 07:00 on the next day following the expiry of the 96-hour free storage period may the successful bidder commence billing for each 24-hour period. Bidders must not instill undue financial hardship on relatives / family members.	
3.11.4	All bodies must be stored individually on a stainless-steel tray.	

3.11.5	Storage cost after the 96-hour free storage period MUST be recovered by the successful bidder from the undertaker appointed by the family of the deceased. The hospital will only be liable for payment of storage fees should the deceased be categorized as a pauper.	
3.12	**Monitoring and Performance**	
3.12.1	The successful bidder's premises, storage fridges, vehicles, equipment, and registers may be inspected at any time by Groote Hospital Officials to ensure adequacy, cleanliness, and good administration.	
3.12.2	A list of all bodies stored in terms of this agreement is to be provided to a designated employee of Groote Schuur Hospital on the first and third working day of each week. The list must have the following minimum information: • Surname • First Name/s • Folder Number • Identification Number • Date Collected • DHA 1663	
3.12.3	All bodies must be recorded in a register of which a duplicate must be presented to Hospital Staff for records and payment purposes. Documentary Records are to be supplied in a 3x fold method namely: - Daily record to be supplied no later than 8:00am the following day. - Weekly record including weekends to be supplied no later than 8:00am the Monday morning.	
4.	**PENALTIES**	**REPLY: COMPLY OR DO NOT COMPLY IN THE BOXES BELOW.** **A tick (✓) is not acceptable** Add comments or attachments as required.
4.1	All bodies must be removed within a period of two 2 hours from the time the request for removal is made by the Hospital. If not removed within 2 hours after notification a penalty of **R500 per hour** will be affected by the hospital.	
5.	**SITE AND TRANSPORTATION INSPECTION**	**REPLY: COMPLY OR DO NOT COMPLY IN THE BOXES BELOW.** **A tick (✓) is not acceptable** Add comments or attachments as required.
5.1	Kindly refer to Annexure A (Site and Transportation Checklist) that will be used when the Hospital comes to inspect your premises. Inspection on Bidders premises will only occur to Bidder that has progressed to Stage 2 of the Evaluations.	

5.2	The hospital will conduct random Transport Inspections to delivery vehicles as per Annexure B on page.	
6.	**VISITING TIMES (No bodies are to be removed during visiting hours)**	**REPLY: COMPLY OR DO NOT COMPLY IN THE BOXES BELOW.** **A tick (✓) is not acceptable** Add comments or attachments as required.
6.1	Please note the various departments visiting hours. **GENERALWARD** 15h00 – 16h00 19h00 – 20h00	
6.2	**TRAUMA / EMERGENCY WARDS** Wards: C5, C12, C13 Visiting hours: 15h00 – 16h00 19h00 – 20h00 **ICU COMPLEX** 11h00 – 12h00 15h00 – 16h00 19h00 – 20h00 **MATERNITY** Wards (including Kangaroo Mother Care area) 15h30 – 16h30 19h00 – 20h00 **PSYCHIATRY** Wards C22 and C23 Ward: G22 Visiting hours: 19h00 – 20h00 **OPEN VISITING** Open visiting any time up to 20h00 is allowed for: ➢ Stroke patients in E7. ➢ Oncology patients in G7/G8. ➢ Acute Spinal Cord Injury (ASCI) patients in D15. ➢ Critically ill patients (by prior arrangement).	

<table>
<tr><th>7.</th><th>REQUIREMENTS FOR MORTUARY TRANSPORT TROLLEYS</th><th>REPLY: COMPLY OR DO NOT COMPLY IN THE BOXES BELOW.
A tick (✓) is not acceptable

Add comments or attachments as required.</th></tr>
<tr><td>7.1</td><td><u>Mortuary Transport Trolley</u>

For transport of deceased bodies in hospitals
• Three parts:
➢ Chassis:
❖ Sturdy metal construction
❖ 4 quality swivel castors with brakes on at least two wheels
❖ Shelf under stretcher to facilitate equipment and document storage
❖ A load capacity of 250 kg
➢ Stretcher
❖ Smooth metal finishes to facilitate cleaning
❖ Handles at both ends for ease of transportation
❖ Swing down sides
❖ No mattress required
❖ Dimensions at least: L2100cm W650cm H800cm
❖ 2 - 3 durable and adjustable straps across trolley
➢ Cover
❖ Removable - with handles
❖ Lightweight material such as thin stainless steel/aluminium or sturdy PVC/Canvas
❖ Opaque
❖ Blankets/plastic or other covering where the outline or parts of the deceased is discernible is not acceptable.</td><td></td></tr>
</table>

ANNEXURE A

WESTERN CAPE DEPARTMENT OF HEALTH

GROOTE SCHUUR HOSPITAL

GSH: PT22/2025: FOR THE REMOVAL, TRANSPORT AND STORAGE OF DECEASED PATIENTS FROM GROOTE SCHUUR HOSPITAL TO THE CONTRACTOR'S MORTUARY FACILITY FOR A THREE (3) YEAR PERIOD.

CHECKLIST FOR SITE INSPECTION

Bidder's name:	
Adress:	
BEC Member's Name:	
Date:	

		For Completion by Bidder		For Completion by Groote Schuur Hospital staff	
		Bidders Response		Site Inspection Evaluation	
NO	DESCRIPTION	Comply	Do not Comply	Compliant	Non-Compliant
1.	**Bidders Premises, Organizational and Infrastructure Capacity.**				
1.1	Does the bidder's premises have the same name as that on the bid offer?				
1.2	Does the bidder have a registered company specializing in the provision of undertaking and related services?				
1.3	Are the bidder's offices a dedicated 24-hour admin office and fully equipped?				
1.4	Are the bidder's offices situated at home?				
1.5	Activated landline telephones in admin office?				
1.6	Activated cell phone in Administration Office?				
1.7	Active e-mail address in Administration Office?				
1.8	Administration Office is always manned by well-trained staff who can handle emergency situations.				
1.9	Does the company have a computerized mortuary program or system?				
1.10	Does the bidder have a dress code for staff in the form of uniforms and badges?				
1.11	Does the bidder have its own corporate photo - identification badge which is compulsory for employees to display clearly when on site?				
1.12	Verifying vehicles registration and license, marked with company logo, condition of vehicle?				
1.13	Verify the past 12 months service history of the refrigeration equipment				
1.14	Does the bidder have refrigeration storage facilities for no less than **40 bodies.** Bidder must have Certificate of Competence (COC). Bidders' vehicles MUST be designed for the removal of bodies; no trailers or other unsuitable vehicles may be used. Vehicles must be self-propelled & the property of the company. All vehicles must be clearly marked with company's logo				
1.15	Does the bidder maintain a register and a computerized Burial Register in which he/she shall enter from a burial order (notification of death 1663) the prescribed particulars regarding bodies removed from GSH.?				
1.16	Body to be identified with a plastic identification strap?				

1.17	Body to be transferred to neat and presentable fold up trolley, with two restraining straps fitted and covered with a plastic shroud and a blanket.				
1.18	The bodies must be stored into a body fridge which must be on the successful bidder's premises. A record to be kept of where the deceased is placed in the body fridge.				
1.19	The body fridge to be used for the storage of bodies must be maintained at the set prescribed temperature (between 2°C and 4°C) and written on a monitoring tool.				
1.20	The bidder is responsible for providing their employees with the appropriate Personal Protective clothing when they remove a deceased patient or a highly contagious deceased patient.				
1.21	Does the bidder have their own transport which are designed for the removal of bodies, self-propelled and the property of the company.				
1.22	Does the bidder have their own staff?				
1.23	All bodies must be stored individually on a stainless-steel tray.				
1.24	Is the contingency plan in case of emergencies as submitted in the bid offer deemed to be suitable and adequate.				
1.25	The bidder must be equipped with a dedicated standby generator capable of automatically supplying emergency power in the event of a power failure. The generator must have sufficient rated capacity to start and continuously operate all mortuary refrigeration units at full load, including compressor start – up demand, as well as essential lighting and critical electrical circuits. The system must be fitted with an automatic transfer switch (ATS) to ensure seamless change over and minimal interruptions. The generator and associated fuel storage must be designed to provide continuous back – up power for a minimal period of thirty – six (36) hours without refueling. The installation must comply with applicable South Africa electrical and occupational health and safety standards, and routine testing and maintenance schedule must be implemented to ensure operational readiness at all times.				

2.	**Mortuary transport trolley** For transport of deceased bodies in hospitals- Three parts:* Chassis:- Sturdy metal construction- 4 quality swivel castors with brakes on at least two wheels- Shelf under stretcher to facilitate equipment and document storage- A load capacity of 250 kg* Stretcher- Smooth metal finishes to facilitate cleaning- Handles at both ends for ease of transportation- Swing down sides- No mattress required- Dimensions at least: L2100cm W650cm H800cm- 2 - 3 durable and adjustable straps across trolley * Cover- Removable - with handles- Lightweight material such as thin stainless steel/aluminum or sturdy PVC/Canvas- Opaque- Blankets/plastic or other covering where the outline or parts of the deceased is discernable is not acceptable.				

ANNEXURE B

RANDOM TRANSPORT VEHICLE INSPECTION CHECKLIST FOR REMOVAL, TRANSPORT & STORAGE OF DECEASED PATIENTS (Bid: GSH: PT22/2025)

Name of Supplier:	
Date of Delivery:	
Number of bodies being delivered:	

Questions:	**YES**	**NO**
1. Vehicle is self-propelled		
2. Vehicle is owned by the company		
3. Vehicle marked with company logo		
4. Vehicle interior clean and appropriate		
5. Mortuary trolley present		
6. Opaque trolley covers present		
Comments:		
Name of Supervisor:		
Signature of Supervisor:		

WCBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

<table>
<tr><td>CLOSING DATE AND TIME:</td><td colspan="2">28 AUGUST 2026 AT 11H00</td><td colspan="3">VALIDITY DATE: 27 OCTOBER 2026 (OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID)</td></tr>
<tr><td>BID NUMBER</td><td colspan="5">GSH: PT22/2025</td></tr>
<tr><td>PERIOD</td><td colspan="5">THREE (3) YEARS</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="5"></td></tr>
<tr><td>ITEM NO.</td><td>EST. QTY</td><td>DESCRIPTION</td><td colspan="3">BID PRICE IN RSA CURRENCY (INCLUDING VAT)</td></tr>
<tr><td>1.</td><td></td><td colspan="4">FOR THE REMOVAL, TRANSPORT AND STORAGE OF DECEASED PATIENTS FROM GROOTE SCHUUR HOSPITAL TO THE CONTRACTOR'S MORTUARY FACILITY FOR A THREE (3) YEAR PERIOD AT GROOTE SCHUUR HOSPITAL. <u>NB:</u> THE CONTRACT WILL BE AWARDED ON THE ENTIRE SERVICE AS LISTED BELOW (ITEM 1-3 / SERVICES 1-3). QUANTITIES ARE ESTIMATED</td></tr>
<tr><td colspan="3"></td><td><u>YEAR 1</u>
(Price per removal)</td><td><u>YEAR 2</u>
(Price per removal)</td><td><u>YEAR 3</u>
(Price per removal)</td></tr>
<tr><td>1.1</td><td>± 2500 per year</td><td><u>SERVICE 1</u>
REMOVAL OF BODIES TO OWN STORAGE PREMISES OVER A TWENTY-FOUR (24) HOUR PERIOD INCLUDING WEEKENDS AND PUBLIC HOLIDAYS.</td><td>R__________
per removal</td><td>R __________
per removal</td><td>R__________
per removal</td></tr>
<tr><td colspan="3">TOTAL – SERVICE 1</td><td>R__________
Total</td><td>R__________
Total</td><td>R__________
Total</td></tr>
</table>

1.2	± 50 per year	**SERVICE 2** REMOVAL OF BODIES TO THE ANATOMICAL FORENSIC LABORATORY MEDICAL SCHOOL UNIVERSITY OF CAPE TOWN OVER A TWENTY-FOUR (24) HOUR PERIOD INCLUDING WEEKENDS AND PUBLIC HOLIDAYS.	R_________ per removal	R_________ per removal	R_________ per removal
TOTAL – SERVICE 2			R_________ Total	R_________ Total	R_________ Total
1.3	± 240 per year	**SERVICE 3** **STORAGE OF BODIES AT OWN STORAGE PREMISES AFTER THE INITIAL 96 HOURS STORAGE STAGE.**	R_________ per removal	R_________ per removal	R_________ per removal
TOTAL – SERVICE 3			R_________ Total	R_________ Total	R_________ Total
GRAND TOTAL FOR YEAR 1, 2 AND 3 (INC VAT)			R ______________________________		

A. Required by: **Groote Schuur Hospital**
Observatory, Cape Town

At: **Mortuary Service**

B. Does the offer comply with the specification(s)? *YES / NO

C. If not to specification, indicate deviation(s) Yes No

D. Are the prices firm for the duration of the contract excluding Sectorial Determination increases? Please circle your option

Yes	No

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

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

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

IMPORTANT: THE QUESTIONNAIRE HEREUNDER/ATTACHED MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.			
Are you registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991), and if so, state your VAT registration number?	YES	NO	VAT NO:
Is/are the price(s) firm for the duration of the contract? Please circle your option.	YES		NO
If (a) non-firm price(s) is/are offered, please complete attached WCBD 3.1 form.	YES		NO
Period required commencing with service after receipt of a requisition or order.			
Are you a member of any accredited organisation/institute for cleaning service? If so, what is the name of such organisation and your membership number?	YES	NO	MEMBERSHIP NO:
What is the current value of fixed assets of your company?			

Are you a subsidiary of a holding company?	YES	NO
If yes, name the holding Company		
Contact person and telephone number should any further information be required.		

Note: For the purposes of this contract, use will be made of the relevant Category General Assistants as defined in the Sectoral Determination 1 made in terms of Section 56(1) of the Basic Conditions of Employment Act, No. 75 of 1997, for the General Assistants and published in Government Gazette no. R1139 dated 14 November 2006.
Note: It is expected that the bidder shall pay his/her employees at least a minimum monthly basic wage, as prescribed for the Area concerned of the Sectoral Determination 1 for the General Assistants Trade, as published by the Government Gazette no. 32741 dated 25 November 2009 (Regulation Gazette no. 9191).

WCBD 3.1/2

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=		
				ZAR=		
				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.**

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:

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

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**

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……………...

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. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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

WCBD 4

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

This registration form must be completed annually. Should the information herein be 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 Treasury Instructions, 2019: Supply Chain management (Goods and services), Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices-(SBD8), Instruction Note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 – SBD 4 Declaration of Interest, Practice Note 2010, Prohibition of Restrictive Practices (SBD9), Section 4 (1) (b) (iii) of the Competitions Act No. 89 of 1998 as amended together with its associated regulations, The Prevention and Combat of Corrupt Activities Act, No 12 of 2004 and regulations pertaining to the tender defaulter's register, paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the Electronic Procurement Solution (EPS).
3. **Definitions**

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

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

   "Business interest" means -

   (a) a right or entitlement to share in profits, revenue or assets of an entity;

   (b) a real or personal right in property;

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

   (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;

"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, 1994 (Proclamation 103 of 1994) 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

(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;

(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	
A3.	Entity registration number (where applicable)	
A4.	Entity Type	
A5.	Tax Reference Number	
A6.	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 BIDDERS'S INTEREST

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

Furthermore, an employee employed by an organ of state conduction 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 member of the persons listed in Table A employees of an organ of state? ***(if yes, complete Table B)***	NO	YES
B4.	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 EMPLOYEMENT	DESIGNATION / RELATIONSHIP TO BIDDER	INSTITUTION EMPLOYEE NO / PERSAL NO

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

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

<table>
<tr><td>C3.</td><td>Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?</td><td colspan="2">NO</td><td>YES</td></tr>
<tr><td>C4.</td><td>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, <u>www.treasury.gov.za</u>, 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.</td><td colspan="2">NO</td><td>YES</td></tr>
<tr><td>C5.</td><td>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?</td><td>N/A</td><td>NO</td><td>YES</td></tr>
<tr><td>C6.</td><td>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?</td><td colspan="2">NO</td><td>YES</td></tr>
<tr><td>C7</td><td>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?</td><td colspan="2">NO</td><td>YES</td></tr>
</table>

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 understand the content of the document;

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, there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

iv that the entity or its representative 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 awarding of the contract.

____

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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: ____

WCBD 5

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 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 and Industry (DTI) 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 DTI 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.

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 AND INDUSTRY**

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 DTI 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 officers' authorities are required to obtain clearance from the Department of Trade and Industry 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 DTI 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 DTI 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 and Industry, 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@thedti.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 DTI with the information required the following steps will be followed:

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

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

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

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

(e) Upon approval of the business concept by the DTI, 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 DTI.

4.2 The NIP obligation agreement is between the DTI 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 ....

WCBD 6.1

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

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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 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

(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.

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 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**

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

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
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:

……………………………………………………………………….

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.*

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

DATE: ....

ADDRESS: ....

....

WITNESSES:

1. ....
2. ....

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.**

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

CHECKLIST FOR SERVICES BIDS

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.

	Bidder	
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.**	**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 formalisation 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? **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.

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

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.

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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. Definitions

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information;

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

inspection. therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

	10.2	Documents to be submitted by the supplier are specified in SCC
11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract;

and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18.Contract

18.1 No variation in or modification of the terms of the contract shall

amendments		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 discression extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of disputes

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

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

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

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

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

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

and

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

31.2 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.

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.