Western Cape Government

Department of Social Development
Supply Chain Management
BID ADMINISTRATION
DSD.BidAdmin@westerncape.gov.za

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS BELOW OF THE DEPARTMENT OF SOCIAL DEVELOPMENT

BID NUMBER:	SD 03 / 2026-2027	**CLOSING DATE:**	Mon, 30-Nov-2026
VALIDITY PERIOD:	90 DAYS	**CLOSING TIME:**	11:00

DESCRIPTION
APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF HOME-BASED CARE SERVICES AT THE SIVUYILE RESIDENTIAL FACILITY SITUATED AT STIKLAND HOSPITAL FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7)

BID DOCUMENTS

MUST BE DEPOSITED (HAND DELIVERED OR VIA COURIER ON OR BEFORE CLOSING DATE AND TIME STIPULATED ABOVE) IN THE BID BOX SITUATED AT
GROUND FLOOR 14 QUEEN VICTORIA STREET UNION HOUSE CAPE TOWN 8001
ENQUIRIES RELATING TO BID DOCUMENT AND TECHNICAL ENQUIRIES CAN BE DIRECTED VIA dsd.bidadmin@westerncape.gov.za

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

NB: UNLESS SPECIFICALLY PROVIDED FOR IN THE BID INVITATION, NO BIDS FORWARDED BY TELEGRAM, TELEFAX, FACSIMILE OR COMPLETED IN RED OR GREEN INK WILL BE CONSIDERED. HOWEVER, PHOTOSTAT COPIES OF FACSIMILES WHICH ARE LODGED IN THE PRESCRIBED WAY AND IN WHICH THE RELEVANT FORMS AND CERTIFICATES ARE SIGNED IN INK, AFTER BEING COPIED, ARE ACCEPTED AS VALID BIDS.

Robert Macdonald
Digitally signed by Robert Macdonald
Date: 2026.10.27 08:11:14 +02'00'

HEAD OF DEPARTMENT
DATE:

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1. PREFACE

1.1 Sivuyile Residential facility provides 24-hour residential care to persons (both adults and children), with profound and severe intellectual disabilities. The facility provides care to an extremely vulnerable group of people in society; a group of people that are not only intellectually disabled but also has a number of other special conditions like, autism, cerebral palsy, epilepsy, behavioural challenges, palliative care and some psychiatric illnesses. The residents of the facility are in need of high care which imply that the home-based carers are responsible to provide 100% care to the residents.

2. BID CONDITIONS

2.1 General:

2.1.1 The bid has been drawn up so that certain essential information can be furnished in a specific manner. Bidders are not allowed to make changes to the original document. Only the original document will be recognised as authentic and for contract purposes, will supersede any changes that may have been affected by the bidder.

2.1.2 The bid forms should not be retyped or redrafted, but photocopies may be prepared and used but should be signed in the original.

2.1.3 Black or blue ink shall be used to fill in bids.

2.1.4 Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted in regard to claims arising from missing or duplicated pages.

2.1.5 Unless specifically provided for in the bid invitation, no bid by telegram, telex or fax will be considered.

2.1.6 Bidders must bid in accordance with the requirements stipulated in the bid documents.

2.1.7 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

2.1.8 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

2.1.9 All bids must be received before the closing time and date stipulated above and must be deposited in the bid box at the address detailed on the cover page of this invitation to bid.

2.1.10 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 90 (ninety) calendar days from the closing date and time of the bid.

2.1.11 The Department reserves the right to request an extension of the validity period of the bid prior the expiry. Bidders shall be required to confirm such extensions in writing within the period specified by the department.

2.1.12 The Department will evaluate bids in terms of disqualifying conditions, any condition with the word or term ”must” or “will”, is deemed to be a disqualifying condition.

2.1.13 The Department reserves the right to accept or reject any bid offer and may cancel the bidding process or reject all bids at any time before awarding a contract, for reasons including, but not limited to the following:

(a) There has been a change in circumstances, and the services specified in the invitation are no longer required;

(b) Funds are no longer available to cover the anticipated expenditure;

(c) No acceptable bids have been received; or

(d) A material irregularity has occurred in the bidding process.

2.1.14 The successful bidder may be required to sign a Service Level Agreement with the Department if awarded the contract.

2.2 Enquiries:

2.2.1 Bidders may direct inquiries by email to dsd.bidadmin@westerncape.gov.za. The department may distribute any answers to bidder's questions to all other prospective bidders.

2.2.2 The due date for any queries related to this bid will be 16 November 2026

2.2.3 The department will publish all answers on the e-Tender portal by no later than 23 November 2026.

2.3 Bid document:

2.3.1 All the documentation stipulated below must be returned with the bid document. Bidders must note that some of the documents requires completion by the bidder:

No.	Document	Mandatory Documents to be completed.	Bidder to return document with bid? Yes/No
a)	WCBD 1	Mandatory	Yes
b)	WCBD 3.2 – Pricing Schedule	Mandatory	Yes
c)	WCBD 3.2 - Detailed Cost Breakdown	Mandatory	Yes
d)	Price Adjustment Schedule	Mandatory	Yes
e)	WCBD 4	Mandatory	Yes
f)	WCBD 6.1	Mandatory only if the bidder intends to claim preference points. If the bidder is a joint venture and wishes to claim points, the certificate submitted must be for the joint venture not for individual members.	Yes

No.	Document	Mandatory Documents to be completed.	Bidder to return document with bid? Yes/No
g)	Bid Specifications	No	Yes
h)	Special Conditions of contract and Operational Requirements	No	Yes
i)	Annexure A – List of relevant current and past contracts	Mandatory	Yes
j)	A Valid COIDA letter of Good Standing	Mandatory	Yes

2.4 Supplier Database Registration

2.4.1 Central Supplier Database:

Bidders must be registered on the Central Supplier database at the closing time of the bid. Bidders can register at www.csd.gov.za.

2.5 Additional information/documentation to be provided with the bid:

2.5.1 All prospective bidders **MUST** attach the following documentation to their bids. Failure to provide the additional documentation **will** disqualify the bid:

2.5.1.1 List of current & previous contracts with verifiable references. Bidders must complete Annexure A.

2.6 Minimum experience

2.6.1 It is a condition of bid that bidders must have **at least a minimum of two-years relevant experience in the provision of home-based OR frail care services** for intellectually /physically disabled children and adults. To this end, experience in the provision of disabled home-based/frail care services with a focus on caring for the intellectually and physically disabled children and adults will be considered relevant experience. Bidders must provide references that will allow the department to verify their experience in the specified field. Bidders that do not provide references will be disqualified.

2.7 Compulsory information briefing session:

2.7.1 A compulsory information briefing session will be held online on:

Date	:	Friday, 13 November 2026
Time	:	10:00
Meeting Link	:	https://tinyurl.com/SD03-2026-2027

2.7.2 Each bidder will be required to register for and attend the information briefing session using the Meeting link above.

2.7.3 Attendance will be monitored through the webinar attendance register, failure to attend will render the offer non-responsive and will not be considered for further evaluation.

2.8 Compulsory Site Inspection:

2.8.1 A **compulsory** site inspection will be held on:

Date	:	Thursday, 12 November 2026
Time	:	10:00
Venue	:	Sivuyile Residential Facility, Stikland Hospital, Stikland.

2.8.2 Prospective bidders that attend the site visit will be required to sign an Attendance Register before commencement of the site visit and will be issued with an Attendance Certificate after the site inspection is completed. The Attendance Certificate must be submitted with the bid document as proof of attendance.

2.8.3 Where a prospective bidder arrives late for the site inspection, the Department may refuse to issue an Attendance Certificate. Prospective bidders are therefore encouraged to be on time.

2.9 Pricing, price breakdown and price adjustments:

2.9.1 Pricing:

a) The Pricing Schedule (WCBD 3.2) must be completed in all respects.

2.9.2 Price breakdown, price adjustments and price adjustment intervals:

a) Pricing must be stipulated inclusive of VAT.
b) The Pricing Schedule (WCBD 3.2) must be completed in all respects.
c) Bidders must complete the provided detailed cost breakdown that forms part of the Pricing Schedule (WCDB 3.2 – Detailed Cost Breakdown).
d) Bidder must note that for the purposes of price adjustments, a minimum of 15% of the original bid price shall remain firm and will not be subject to any price escalations.

3. BID SPECIFICATIONS

3.1 Scope:

3.1.1 To provide an efficient and effective home-based care service at the Sivuyile Residential Facility (situated at Stikland Hospital) for persons with severe and profound intellectual and physical disabilities for a period of five (5) years. Currently, Sivuyile houses 110 such residents. The service must be conducted in a spirit of compassion and understanding of the needs of the residents.

3.2 Requirements

3.2.1 The requirements with regards to the number of home-based carers is stipulated in the WCDB 3.2

3.3 Profile for home-based care workers:

3.3.1 Must be in possession of a basic SETA Accredited Home-Based Care qualification.

3.3.2 Each worker must be able to communicate (verbal and written) in at least two official languages of the Western Cape, the total staff compliment must be able to converse in all three official languages (English, Afrikaans, Xhosa) of the Western Cape.

3.3.3 Must be physically fit for purpose i.e. able to lift clients (children and adults), etc.

3.3.4 Must have previous experience in care for intellectual disabled/frail care and residential care.

3.3.5 Must not have been declared unsuitable to work with children in terms of the Child Care Act 38 of 2005 i.e. the person must not be listed in part B of the National Child Protection Register.

3.3.6 Must not have a record of violence, neglect or abuse of persons.

3.4 Duties

3.4.1 Home-based care workers will be fully responsible to provide all the care needs. Their duties will include but will not be limited to:

- 3.4.1.1 Full time supervision of all residents on a 24-hour basis.
- 3.4.1.2 Follow and strictly adhere to the structured daily program of the facility.
- 3.4.1.3 Physical and hygiene care to all residents including bathing, dressing, oral hygiene, basic hair care and changing of nappies.
- 3.4.1.4 Feeding of residents including dishing of meals, feeding, feeding supplements, tube feeding and preparation of milk supplements for tube feeding.
- 3.4.1.5 Assist with neatness of cupboards and cleanliness of assistive devices.
- 3.4.1.6 Assist cleaners with medical waste clearing from units.
- 3.4.1.7 Seating and positioning of residents according to prescribed assistive devices.
- 3.4.1.8 Turning of residents according to prescribed time frames.
- 3.4.1.9 Facilitate daily stimulation program, e.g arts & crafts, recreational sessions, garden walks.

3.4.1.10 Facilitate and maintain a caring, therapeutic environment for residents.

3.4.1.11 Actively communicate with clients to assess their needs.

3.4.1.12 Participate in in-service training sessions.

3.4.1.13 Assist with self-help activities (potty training, brushing of teeth, etc.)

3.4.1.14 Manage input and output of residents.

3.4.1.15 Communicate with residents in an appropriate manner.

3.4.1.16 Report all reportable incidents in the prescribed manner.

3.4.1.17 Assist with folding and packing of washing.

3.4.1.18 Escort residents to hospital/community health centre appointments, family visits, school attendance and/or protective workshops.

3.4.1.19 Provide written incident reports to nursing staff.

3.4.1.20 Document and report on:

(a) Behaviour of residents,

(b) Input and output,

(c) Personal hygiene,

(d) Daily occurrences,

(e) Stimulation program, and

(f) Reportable incidents. E.g, damage to property, injuries of residents, health concerns.

3.4.2 Home-based care workers will perform their duties under the direct supervision of a departmentally assigned representative which may either be a professional nurse, enrolled nurse or an enrolled nursing assistant. Home-based care workers will be required to collaborate with the nursing professional in planning the maintenance programme for residents.

3.4.3 A detailed procedure manual will be provided for each post upon commencement of the service.

3.4.4 All home-based care workers shall be required to complete the institution's orientation programme before services to residents can be rendered.

3.4.5 Any additional duty that are conferred upon the carer that relates to the operational requirements for home-based care/residential care.

3.5 <u>Conduct of home-based care workers</u>

3.5.1 The code of conduct of the facility shall apply to the service provider and its staff.

3.5.2 The Provincial Government Western Cape expects the highest possible standards of conduct from all staff. Transgressions that are non-compliant to the code of conduct is:

3.5.2.1 Absence without proper notification,

3.5.2.2 Accepting gifts or bribes in the line of duty,

3.5.2.3 Drinking intoxicating liquor or using drugs, being under its influence on duty or reporting for duty while intoxicated,

3.5.2.4 Harshness or violence or using profane language,

3.5.2.5 Willful disobedience of site instructions, orders of a superior or a reasonable request by a staff member or resident.

3.5.2.6 Failure to always wear the standard uniform when on duty.

3.5.2.7 Failure to complete occurrence book or any other documents as specified,

3.5.2.8 Failing to present an acceptable image, or to deal with any client in a respectable manner,

3.5.2.9 Sleeping on duty, theft, eating food of clients, and withholding basic rights from clients.

3.5.2.10 Zero tolerance on sexual harassment and related offences.

3.5.2.11 Any deviation in the Code of Conduct as prescribed by Sivuyile will be regarded as extremely serious and may be sufficient reason to ask the service provider to remove and replace the person permanently from the site.

3.6 Legal Rights, Functions and Obligations

3.6.1 The service provider shall, to the extent to which it is applicable, adhere to the requirements of the following legislation.

3.6.1.1 Basic Conditions of Employment Act 75/1997 (updated)

3.6.1.2 Labour Relations Act 66/1995

3.6.1.3 Children's Act 38/2005 (Section 123 applicable to this bid)

3.6.1.4 Employment Equity Act 55/1998

3.6.1.5 Skills Development Act 97/1998 (updated) and SAQA)

3.6.1.6 Skills Development Levies Act 9/1999

3.6.1.7 Mental Health Act

3.6.1.8 National Health Act

3.6.1.9 COIDA

3.6.1.10 Occupational Health and Safety Act

3.6.1.11 Unemployment Insurance Fund Act

3.6.1.12 Smoking and Other Workplace Legislation

3.6.1.13 Codes of Good Practice

3.6.1.14 Public Holidays Act 35 of 1994, amended by 48 of 1995

3.6.1.15 Promotion of Access to Information Act

3.6.1.16 Promotion of Equality and Prevention of Unfair Discrimination Act

3.6.1.17 Protected Disclosures Act

3.6.1.18 National Credit Act 34 of 2005

4. SPECIAL CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

4.1 Specific operational requirements:

4.1.1 The service provider, upon commencement of the service, must provide proof of Hepatitis B injections for all the staff that will be deployed at the site. The service provider must also provide proof during the contract term of top-up of these injections.

4.1.2 The service provider shall not deploy persons that have been declared unsuitable to work with children in terms of the Child Care Act 38 of 2005 i.e. the person must not be listed in part B of the National Child Protection Register. Upon commencement of the service, the service provider must provide proof of submission of form 29 as set out in the Child Care Act 38 of 2005 for all the staff that will be deployed at the site. Thereafter to be submitted annually.

4.1.3 The service provider, upon commencement of the service, must provide police clearances for all the staff that will be deployed at the site. No person with a record of violence, abuse or negligence to persons shall be deployed at the facility. Thereafter to be submitted annually.

4.1.4 The Department's authorised representative shall have the right to request the replacement of any employee that does not comply with contract requirements.

4.1.5 The service provider must in consultation with the Department's authorised representative make replacement staff timeously available for induction and orientation purposes. No home-based carer shall be allowed to provide care if such a person did not complete the institution's orientation programme.

4.1.6 All requirements stipulated in the bid document (special conditions, contract conditions, specifications, etc.) where applicable, will remain for the duration of the contract term.

4.2 Entrance Control:

4.2.1 All carers will be subjected to control at the gate when entering the hospital premises.

4.2.2 Carers must identify themselves by recognized methods of identification before being allowed on the premises. The service provider are responsible to provide the home-based care worker with a company logo identification card, with the employee's photo, full name, and identification number.

4.2.3 The service provider and/or its staff will not be allowed to bring anything that is prohibited (e.g. firearms, alcohol, etc.) onto the premises.

4.2.4 The service provider and/or its staff will not be allowed carry out any activity on the premises that is prohibited by the Department.

4.3 Obligations of the Service Provider

4.3.1 Not attend to or allow any labour and disciplinary issues, actions, meeting with trade unions or enquiries relating to labour related issues in respect of the Home-Based Care Workers to take place at the facility during the working hours of the Home-Based Care Workers, without the prior written consent of the Department;

4.3.2 Instruct Home Based Care Workers to duly complete the necessary documentation to record the care status, including but not limited to, individual care plans, hygiene registers and communication books regarding residents;

4.3.3 Immediately repair, or replace, if necessary, any equipment and/ or goods of the Department which were damaged by the Home-Based Care Workers;

4.3.4 Instruct Home Based Care Workers to not disclose any information, including clinical, personal and medical history and treatment of the resident, without the prior written consent of the Department and ensure that the Home-Based Care Workers complete confidentiality and non-disclosure forms in this regard;

4.4 Particulars of Home-Based Carers

4.4.1 The successful service provider must supply the particulars of the carers to be employed at Sivuyile Residential Facility two (2) weeks before the commencement of the contract.

4.4.2 Staff shall be available for onsite training (orientation) before commencement of the service. The training will not take longer than three days. The cost of the on-site orientation training will be for the account for the Department, but the costs associated with the attendance of the staff will be for the account of the service provider.

4.5 On-Site Administration

4.5.1 all carers are required to sign timesheets on a daily basis

4.5.2 All carers shall be supplied with a uniform that are prescribed by the Department of Health. The costs associated with the uniform will be for the account of the service provider. Samples of the uniform will be made available at the site inspection.

4.5.3 The service provider shall ensure that carers are presentable during shifts i.e. uniforms must be clean.

4.5.4 Each carer shall be provided with at least two sets of uniforms that are suitable for wear during different seasons (summer and winter).

4.6 Remuneration

4.6.1 For the duration of the contract period, the service provider must comply with all the applicable labour legislation, particular insofar it pertains to the payment of remuneration. The Department may from time to time require the bidder to provide proof of compliance with labour legislation and/or compliance with remuneration requirements.

4.6.2 Prior to commencement of the service, the service provider shall provide the Department with the following:

(a) A COIDA letter of Good Standing or a letter from the Department of Labour that confirms that the bidder has made application for good standing or a letter from the Department of Labour that proofs that the service provider is in the process of registering for COIDA.

4.7 Public Liability Insurance

4.7.1 The successful bidder must obtain public liability insurance at his own cost commensurate with the risk to which the service provider is exposed. The insurance shall make provision for all vicarious losses for which the successful bidder or his staff may be responsible.

4.7.2 The successful bidder shall on demand provide proof of public liability insurance and its validity.

4.8 Operational hours

4.8.1 The working hours is from 07:00 to 19:00 and from 19:00 to 07:00 per day including lunch hours for 7 days in a week including weekends and public holidays.

4.8.2 Staff will report for duty 15 minutes before the start of shift for handover.

4.8.3 No employee shall be allowed to work more than one shift per day.

4.9 Training:

4.9.1 It will be the service provider's responsibility to ensure that during the contract period, the home-based care workers' skills remain relevant to the operational needs of the facility. The service provider must provide proof of all training that the home-based care workers completed during the contract period.

4.10 Contract price adjustments and escalation of prices:

4.10.1 Bid prices shall remain firm for the first 12-months of the contract. For the period following the first 12-months of the contract and in the event that the service provider applies for an adjustment, prices will be adjusted in accordance with the CPI indices.

4.10.2 The service provider will be eligible to apply for increases annually. The anniversary date for adjustments will be calculated from the expiry date of the first 12-months of the contract.

4.11 Penalties and pro-rata deduction of penalties:

4.11.1 Penalties will be applied for non-adherence/non-compliance to contract conditions.

4.11.2 Penalties will be levied per incident/occurrence.

4.11.3 Pro-rata deductions will be made from the service provider's monthly contract amount.

4.11.4 Penalties will be levied for the following incidents/occurrences.

Late postings per person (1/2 hour after schedule time)	R500 per posting
Postings more than 2 hours after scheduled time	R800 per posting
Failure to post a person per day	R1000 per posting
Asleep on duty	R500 per occurrence
Failure to wear and display identity cards	R200 per occurrence
Failure to adhere to dress code	R200 per occurrence
Absent from point of duty without permission	R500 per occurrence
Posting of untrained staff	R1000 per occurrence
Ending shift before the prescribed time	R500 per posting
In possession and or use of cell phones on duty	R500 per occurrence

4.11.5 Penalty amounts will increase annually with inflation.

4.12 Advertising and Trading

4.12.1 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.

4.13 Changes to Bidders Operational Status

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

4.14 Service Level Agreement

4.14.1 The Department and the successful bidder shall enter into a Service Level Agreement.

4.15 Breach and Termination:

4.15.1 Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

4.15.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non- conforming Services or otherwise relieve the service provider of any of its obligations under the contract.

4.16 Payment:

4.16.1 The Contractor shall at the end of each calendar month submit an invoice together with copies of the time sheets for that particular month, certified by the relevant office manager or his/her delegate.

4.16.2 The accounting period shall run from the first of the month to the end of the month except for the month of March where a proforma invoice will be provided at the beginning of March.

4.16.3 Invoices must be submitted within seven calendar days after the last day of the previous month and must be accompanied by a timesheet, completed and signed by the operator.

4.16.4 The terms of payment shall be 30 days upon receipt of invoice.

5. WCBD 3.2 - PRICING SCHEDULE

5.1 WCBD 3.2: PRICING SCHEDULE: SIVUYILE HOME-BASED CARE SERVICES

NAME OF BIDDER:		**BID NO.:**	**SD 03 / 2026-2027**
CLOSING TIME:	**11:00**	**CLOSING DATE:**	
VALIDITY PERIOD:	**90 Days**		
APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF HOME-BASED CARE SERVICES AT THE SIVUYILE RESIDENTIAL FACILITY SITUATED AT STIKLAND HOSPITAL FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS.			

ITEM NO.	QTY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1.	24	Day Shift: Home-based care workers per 12-hour shift (07:00 – 19:00) during the day for seven (7) days a week including weekends and public holidays.	R ..... p.m.
	16	Night Shift: Home-based care workers per 12-hour shift (19:00 – 07:00) during the night for seven (7) nights a week including weekends and public holidays.	R ..... p.m.
		TOTAL MONTHLY PRICE	**R ..... p.m.**
		CONTRACT PERIOD	**x 60 months**
		TOTAL PRICE FOR THE PERIOD	**R ..... (for the period)**

PRICE ADJUSTMENTS

CATEGORY A: NON-FIRM PRICES SUBJECT TO ESCALATION

1. in cases of period contracts, non-firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices.

2. in this category price escalations will only be considered in terms of the following formula:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

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%.
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. **COMPULSORY SECTION TO COMPLETE:**
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.)	INDEX	INDEX DATE	PRICE/ NUMBER/ FACTOR	% OF BID PRICE
LABOUR	PO 141 Table E – Consumer price indices for all urban areas – All items (CPI Headline)	May 2026	106.7	……%
OVERHEADS	PO 141 Table E – Consumer price indices for all urban areas – All items (CPI Headline)	May 2026	106.7	……%
FIXED FACTOR (VPt)	N.A. A minimum of 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations	n/a	n/a	15 %
SUM (ALL FACTORS MUST ADD UP TO 100%)				……%

6. WCBD 3.2 - DETAILED COST BREAKDOWN

CALCULATION OF FIXED OVERHEAD STRUCTURES

INSTITUTION: Sivuyile BID No.: SD 03 / 2026-2027

PERIOD:

NAME OF BIDDER: .....

LABOUR:

CAPACITY (e.g. Home Base carer, supervisor, e.c.t)	QUANTITY	SALARIES / WAGES	LEVIES	ALLOWANCES	TOTAL PER MONTH
		R	R	R	R
		R	R	R	R
		R	R	R	R
		R	R	R	R
		R	R	R	R
		R	R	R	R
SUB TOTAL		**R**	**R**	**R**	**R**

OTHER OVERHEAD COSTS: Please Specify

DESCRIPTION	MONTHLY CHARGE
	R
	R
	R
	R
	R
	R
	R
TOTAL COST	**R**

TOTAL LABOUR PER MONTH	R
OTHER OVERHEAD COSTS PER MONTH	R
TOTAL COST PER MONTH	R

7. ANNEXURE A – LIST OF RELEVANT CURRENT & PAST CONTRACTS

7.1 LIST OF CURRENT & PREVIOUS CONTRACTS

7.1.1 It is a condition of bid that bidders must have at least a minimum of two-years relevant experience in the provision of home-based **OR** frail care services for intellectually **OR** physically disabled children OR adults.

7.1.2 To this end, bidders must complete Annexure A in full. Bidders that do not complete this Annexure on the mandatory fields will be disqualified.

7.1.3 Bidders must provide references that will allow the department to verify their experience in the specified field. Bidders that do not provide references will be disqualified

Type of Experience	**Tick your appropriate experience**
A. Home based care for Intellectually disabled adults	
B. Home based care physically disabled adults	
C. Home based care Intellectually disabled Children	
D. Home based care Physically disabled Children	
E. Frail care (Elderly)	
F. Hospice Care	

	MANDATORY	**MANDATORY**	**MANDATORY**	**MANDATORY**	
Type of Experience as indicated above (Select from A - F)	Number of years' experience	Name of organisation / client	Contract Period	Provide the email address of the client (an email address **must** be provided)	Telephone numbers

PART A
INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY***)**					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE 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 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: ……...

PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

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

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

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

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

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

6. **Definitions**

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

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

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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''business interest'' means -

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

(b) a real or personal right in property;

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

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

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

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

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

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

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

(b) a public entity, means a person employed by the public entity;

"entity" means any -

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

(b) sole proprietorship;

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

"Family member" means a person's -

(a) spouse; or

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

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

"**Institution**" means –

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

"**Provincial Government Western Cape (PGWC)"** means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

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

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

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

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

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

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

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

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

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

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

10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

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

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

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

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

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

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

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

TABLE A

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

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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SECTION B: DECLARATION OF THE BIDDER'S INTEREST *The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).* *Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.*			
B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

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

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

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? **(If yes complete Table C)**	NO	YES

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

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

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

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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, …… hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I have read understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

……..

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

1.1 Do you know and understand the contents of the declaration? ANSWER: ……..……

1.2 Do you have any objection to taking the prescribed oath? ANSWER: ……..

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:……..……

1.4 Do you want to make an affirmation? ANSWER: ……

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

……..

SIGNATURE FULL NAMES Commissioner of Oaths

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

Date:…… Place ……

Business Address: ……

……

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND 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 GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND 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"** 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" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;

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

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

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

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

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 "**tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 "**tender for income-generating contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**the Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013;*

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed 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 (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	**100**

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

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to 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; and

(b) 0 points out of 20 for B-BBEE

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 paragraph (d) and (e) of the Act 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

6.2 An ***EME*** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A ***QSE that is less than 51 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.

6.4 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.

6.5 A ***large enterprise*** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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

6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 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 6.1 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.

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? ……..

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……

10.3 Company Registration number: ……..

10.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 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 10.5 (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 10.5 (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 –

(i) disqualify the person from the bidding process;

(ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(iii) 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

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): ……..

DATE: ……..

ADDRESS: ……..

……

WITNESSES:

1. ……

2. ……

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

RSA.

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

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial 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.