Western Cape Government
Health and Wellness
FOR YOU

Department of Health and Wellness
TYGERBERG HOSPITAL
Mr Chad Miggel
Supply Chain Management
Chad.Miggel@westerncape.gov.za | Tel: 021 938 4765
REFERENCE: TBH 208/2026.R

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

BID NUMBER: TBH 208/2026.R	**CLOSING DATE: WEDNESDAY,9 DECEMBER 2026**	**CLOSING TIME: 11:00am**

TBH 208/2026.R: OPEN BID: FOR THE SUPPLY AND DELIVERY INCLUDING INSTALLATION AND COMMISSIONING THE CO2 ENT LASER FOR USE IN THE BI I&J THEATRE AT TYGERBERG HOSPITAL.

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

BID DOCUMENTS MUST BE POSTED DEPOSITED IN THE BID BOX MARKED **"TENDER BOX"** SITUATED IN:

TYGERBERG HOSPITAL
1ST FLOOR, ADMINISTRATION BUILDING
(OPPOSITE THE SPIRAL STAIRCASE)
FRANCIE VAN ZIJL DRIVE
PAROW
CAPE TOWN

The bid box will be accessible Monday to Friday from 07h30 till 15h30, 5 days a week excluding public holidays

1. The Specification is provided to inform **Prospective Service Providers (PSP)** of the entire envisaged bid process, as well as the implementation of the phases of bidding.

2. You are therefore invited to bid for an **OPEN BID: FOR THE SUPPLY AND DELIVERY INCLUDING INSTALLATION AND COMMISSIONING THE CO2 ENT LASER FOR USE IN THE BI I&J THEATRE AT TYGERBERG HOSPITAL.** Prices must be consolidated onto the relevant WCBD3.1/2 forms, as this will serve as the bidder's official offer.

3. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the bid box, please call the responsible official, Mr Chad Miggel at (021) 938 4765, or email: Tbh.BidsDepartment@westerncape.gov.za for assistance during office hours. The bid box is generally open during business hours **Monday to Friday from 07h00 till 15h00, 5 days a week excluding public holidays.**

4. Please submit your bid on the official, **not re-typed** forms. Only **original, signed** documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects will invalidate the bid.**

5. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other that indicated on the envelope.

6. **All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.** Any prospective **unregistered bidders** must register as a supplier on the **CSD** prior to bidding.

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

7. **Bidders already registered on the CSD** must have confirmation of their registration, by contacting www.csd.gov.za, AND ensure that their status is up to date prior to bidding.

8. **In instances where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

9. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids and **not the B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD4 and include it in the Bid document.**

10. All other mandatory documents held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.

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

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

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

13. Please refer to all technical/specification enquiries to Mr. Chad Miggel on email: Tbh.BidsDepartment@westerncape.gov.za

DEPUTY DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT
TYGERBERG HOSPITAL
MR. N. MARTIN
DATE: 11 NOV 2026

INDEX

PLEASE ENSURE THAT ALL REQUIRED DOCUMENTS ARE INCLUDED IN THE HARD COPY OF THE OFFER SUBMITTED.

TBH 208/2026.R: OPEN BID: FOR THE SUPPLY AND DELIVERY INCLUDING INSTALLATION AND COMMISSIONING THE CO2 ENT LASER FOR USE IN THE BI I&J THEATRE AT TYGERBERG HOSPITAL.

CHECKLIST	COMPLETED AND INCLUDED
WCBD 1	
SPECIFICATIONS	
WCBD 3.1/ 3.2	
WCBD 4	
WCBD 6.1	
GENERAL CONDITIONS OF CONTRACT	
Bidders are required to submit one (1) complete hard copy of the bid. In addition, bidders must submit one (1) electronic copy of the complete bid in PDF format on a USB flash drive. The USB flash drive must be clearly labelled with the bidder's name and the bid number. The electronic copy is provided for administrative purposes only. In the event of any discrepancy between the hard copy and the electronic copy, the signed hard copy shall prevail.	

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	☐ 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: .....

1. **Instructions for Completing Bid Documents**

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	NOTES	
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. Number each page of the bid submitted and all the supporting documentation (the entire bid) in the top right-hand corner of each page.		
4. The numbering system used in this tender SHALL be adhered to. If there are additional and/or alternative product options, every option/alternative proposal to an item SHALL be separately quoted, with a complete schedule, description, deviations from specifications, and technical brochures on each proposal.		
5. Submit the bid under the cover of a full table of contents referencing all the documents contained therein about the relevant page numbers.		
6. Submit the bid in hard copy		
7. Submit USB for soft copy.		
8. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
9. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
10. A response of "Noted" SHALL be interpreted as "Comply" In addition, an explanatory note MUST be provided in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered		
11. **Items not completed in this manner SHALL be to the disadvantage of the bidder and, if excessive, SHALL lead to exclusion in the tender evaluation process**		
12. All additional supporting documentation that is returned as part of this tender MUST be given a document number that is marked on each page of the document.		

Western Cape Government
Health

WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS
TYGERBERG HOSPITAL

This specification establishes the requirements for:

THE SUPPLY AND DELIVERY INCLUDING INSTALLATION AND COMMISSIONING THE CO2 ENT LASER FOR USE IN THE BI I&J THEATRE AT TYGERBERG HOSPITAL.

BID NUMBER: TBH 208/2026.R

DETAILS OF OFFER

NOTE:

IF YOUR OFFER COMPLIES WITH THE APPLICABLE BLOCK OF PARAGRAPHS THEN NOTE "COMPLY" IN THE "DETAILS OF OFFER" BOX ADJACENT TO THE BLOCK. SHOULD THE EQUIPMENT OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS OF SUCH DEVIATIONS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

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

1.	**SCOPE:**	**COMPLY /DO NOT COMPLY**
1.1	This specification establishes the requirements for a **CO2 ENT Laser** for use in the **B1 I & J Theatre** at Tygerberg Hospital	
1.2	The system offered must comply with or exceed all of the minimum performance specifications as indicated below for the various sub-components, supported by factory-supplied product specifications / brochures.	
1.3	Descriptive literature, pamphlets and brochures and technical data sheets applicable to the offer (i.e. all components of system) must accompany the Bid, failing which, the Bid will not be considered.	
1.4	The equipment and any accessories ordered from the successful Bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific hospital at the expense of the successful Bidder, prior to full payment being made.	
1.5	The unit is required for surgical procedures such as Laryngology, Rhinology, Oral and Throat as well as Otology, used in middle ear surgeries for stapedectomy and removing of benign tumors.	
1.6	The equipment shall be delivered to the Direct Issue Store, Tygerberg Hospital.	
2.	**APPLICABLE DOCUMENTS:**	**COMPLY /DO NOT COMPLY**
2.1	General Conditions of Contract (Annexure A).	
2.2	Additional Conditions of Bid (Section B).	
2.3	IEC 601-1.	
2.4	Hazardous Substances Act No 15 or 1973.	
2.5	SAHPRA Registration: Valid copy of SAHPRA certificate as manufacturer, distributor or wholesaler of medical devices and IVD's shall be included in the Bid document.	
3.	**SPECIFICATION AND REQUIREMENTS:**	**COMPLY /DO NOT COMPLY**
3.1	**The offered system shall be installed and fully functional, which shall include all the aspects as identified in the clauses below:**	

3.2.1	The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Comply" or "Does not comply" next to the corresponding clause;	
3.2.2	The Bidder must clearly state any parameter values or additional information as requested next to the relevant clause;	
3.2.3	The Bidder must clearly indicate if their offered product exceeds the stated requirement by noting with proof "Above specification" next to the corresponding clause;	
3.2.4	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;	
3.2.5	The requested options and optional extras must be clearly defined, and a separate pricing schedule must be provided by the Bidder;	
3.2.6	All responses must be clear and legible;	
3.2.7	The offered system shall be of the latest technology. The Bidder must state how long this technology has been commercially available (state when the model offered was launched), as well as if any near future updates are expected;	
3.2.8	State the life expectancy of the unit offered.	
3.2.9	State the manufacturing company's policy regarding availability of spare parts after production of the offered unit stop.	
3.2.10	All prices are to include VAT and are to be firm prices in Rand. The Bidder is to state the period for which the firm price is valid	
3.2.11	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of technical and clinical expertise with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the acceptance or non-acceptance of the unit. For this reason, a demonstration unit shall be readily available, or the Bidder shall take representatives of the Department to a site within South Africa where a similar unit is installed and in clinical operation. The cost for this site visit is for the account of the Bidder and it will not place any obligation on the Department to procure from this specific Bidder.	
3.2.12	The department requesting the unit, reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the department before adjudication of the Bid. The bidder shall ensure the availability of the offered bid (CO 2 LASER), Demo to be delivery within seven (7) working days from the official request thereof or take Tygerberg Hospital officials to a facility that has the same or similar equipment at the cost of the bidder.	
4.	**TECHNICAL SPECIFICATIONS:**	**COMPLY /DO NOT COMPLY**
4.1	Core Laser Engine Specifications	
4.2	Laser Type: RF-excited sealed or Ceramic CO_2 laser	
4.3	Wavelength: 10.6 µm (invisible, infrared)	
4.4	Aiming Beam: Visible red diode laser (typically 635–650 nm)	
4.5	Mode of Operation: (TEM_00) (Gaussian beam profile for optimal focal precision)	
4.2	Power & Pulse Parameters	
4.2.1	Continuous Wave (CW) Power: 0.5W to 60W	

	(standard models for soft tissue ablation)	
4.2.2	Super Pulse / Ultra Pulse Power: Peak powers of 0.5W to 15W or up to 225 mJ per pulse, designed to deliver high energy in very short durations to minimize thermal damage	
4.2.3	Pulse Duration: 100µs to 100 ms (user-selectable single or repeat intervals)	
4.2.4	Exposure Modes: Continuous, Single Pulse, Repeat Pulse	
4.3	Beam Delivery Systems	
4.3.1	Articulated Arm: 7-joint, spring-balanced arm with 360° rotation and a reach of ≥ 120 cm	
4.3.2	Micro spot Micromanipulator: Allows surgeons to adjust the focal spot size dynamically (typically from 0.2mm to 0.5mm for use with an operating microscope)	
4.3.3	The offered ENT CO2 laser system must state whether it provides straight beam delivery, flexible fiber delivery using hollow glass fibers for anatomy out of direct optical line-of-sight, or combined delivery with both options.	
4.	System Requirements & Environment	
4.4.1	Cooling: Closed-loop internal water cooling or forced air cooling (depending on the RF tube)	
4.4.2	Electrical Requirements: Typically, 100–120 VAC or 200–240 VAC, 50/60 Hz.	
4.4.3	User Interface: 10.4-inch color touchscreen with customizable user-defined memory settings.	
5.	**Upgradeability:**	**COMPLY /DO NOT COMPLY**
5.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
5.1	The Bidder to state current EC and FDA approved upgrade paths with availability, delivery dates and costs.	
5.1	The Bidder to state what hardware and software will be available, with costs and projected dates.	
6	**Upgrade Policy:**	**COMPLY /DO NOT COMPLY**
6.1	Bidders must describe their upgrade policy for future equipment improvement (hardware and software).	
6.2	All future upgrades (hardware and software) involving patient safety shall be offered at no additional cost.	
6.3	All future upgrades removing software bugs from existing software shall be supplied at no cost.	
6.4	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Provincial Administration of the Western Cape.	
6.5	All equipment, the installation and any alteration/ additions shall comply with:	
6.5.1	The Occupational Health and Safety Act (1993);	
6.5.2	The wiring code S.A.B.S. 0142;	
6.5.3	Hazardous Substance Act (1973) and	
6.5.4	The radiation safety regulations as lay down by the Directorate Radiation Control of the Department of Health.	

6.6	The onus will be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and site.	
7	**Guarantee Conditions:**	**COMPLY /DO NOT COMPLY**
7.1	The Bidder shall support a two-year or longer guarantee period on all supplied items/goods.	
7.2	The time taken to attend to a malfunctioning unit within the guarantee period shall extend the guarantee period by that time.	
7.3	A loan unit shall be supplied for immediately movable items whilst a unit is malfunctioning during the guarantee period for longer than two days. Failing this condition will result in the user renting a similar unit and the Bidder shall carry the cost.	
7.4	Any repetition (twice or more) of the same fault that first occurred during the guarantee period shall be considered as a repair under guarantee if it occurs within the first year after the expiration of the guarantee period. This is not applicable if user negligence can be proven.	
7.5	The same guarantee conditions shall apply to replacement units.	
7.6	The guarantee period shall include all cost (spares, labour, travelling and sundries), prescribed maintenance services and any QA testing that are required by Department Health's Radiation Control Board that may be required under the guarantee period.	
7.7	The guarantee period shall be extended to 24/7 for Equipment purchased for use in areas with 24 hours / 7 days a week service delivery.	
8	**General Maintenance Information:**	**COMPLY /DO NOT COMPLY**
8.1	State the service intervals per year as prescribed by the manufacturer. Supporting documents must be provided and clearly marked.	
8.2	State the duration of each service mentioned above.	
8.3	State if one or more technician is required per service.	
8.4	Supply a complete breakdown list of the work to be done during a service as per manufacturer specifications. Supporting documents must be provided and clearly marked.	
8.5	Supply the names of the technicians in direct employment that are factory trained on the unit offered and based in the Western Cape. Supporting documents must be provided and clearly marked.	
8.6	The Bidder to state the response time (in hours) for a service technician to be onsite after a fault is reported.	
8.7	State the turnaround time for spares in the case of a breakdown	
8.8	All spares replaced shall be new and carry a manufacturer warranty. State the warranty period of replaced spares.	
8.9	In case of a service contract entered into between the successful Bidder and the DOH all spares replaced during the contract period shall be new and shall carry a warranty as stated above.	
8.10	The Bidder shall supply all software (including software-keys and/or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional costs.	
8.11	In case of networkable systems, the clinical Engineering department shall be trained by the successful Bidder to network the system.	

8.12	State if the system is networkable.	
8.13	State the requirements if networkable.	
8.14	State the maximum ambient room temperature allowed for the system to function normally.	
8.15	State the power requirements of the system under full load.	
8.16	If the system requires an UPS it must be included in the costs. Repairs during the guarantee period regarding power problems and no UPS supplied will be treated as guarantee repairs with all clauses surrounding the guarantee.	
8.17	State if the purchaser will be penalized in any way if no service contract is entered into, on the equipment offered, after the expiry of the guarantee period.	
9	**Maintainability:**	**COMPLY /DO NOT COMPLY**
9.1	The Bidder to indicate which consumable and non-consumable items is required for the normal operation and standard maintenance of the offered equipment. Bidder Shall supply at least a start up consumables pack for ten 10 cases.	
9.2	The Bidder to indicate the cost of each of the above items. This does not necessarily mean that these items would be purchased from the successful Bidder.	
9.3	The Bidder to indicate which of these items are proprietary items that only the supplier of the equipment can supply.	
9.4	The successful Bidder shall be requested to sign the agreement based on the pricing supplied in the Bid Document.	
9.5	The Bidder shall provide the Clinical Engineering staff with certified technical training to at least 2nd level (PC board level) repairs and maintenance at no extra cost. The Bidder shall include a detailed training course schedule that needs to be followed to obtain certification.	
9.6	The Bidder shall have an established technical support base in the Western Cape Province. The Bidder to provide the physical address of the technical facility/workshop.	
9.7	The Bidder to supply with this offer a list and quantities of spares held locally in stock in the Western Cape Province on all the offered products.	
9.8	The Bidder shall have an adequate quantity of factory-trained technicians, trained on the offered equipment, in their direct employ, based in the Western Cape Province.	
9.9	The Bidder to supply with this offer a list and quantities of spares held at the company's main technical department on all the offered products.	
9.10	The Bidder shall supply the original fully detailed technical/workshop maintenance manuals (not photocopies) at no additional cost.	
9.11	The bidder shall include a firm commitment (in writing) from the principal manufacturer that the latter would supply spares, components, upgrades and support for technical and clinical staff of Tygerberg Academic Complex, over the expected life expectancy of their offered system and software, should their local agent/supplier default.	

10	**Maintenance Contract:**	**COMPLY /DO NOT COMPLY**
10.1	The Bidder to suggest a planned maintenance programme, estimated on a year-by-year basis for at least 5 years after expiration of the first year of warrantee (plus possible extensions as provided for under "GUARANTEE CONDITIONS" above) based on the Comprehensive Maintenance Agreement.	
10.2	State percentage guaranteed up time of machine. Should be at least 98%.	
10.3	A maintenance contract may be purchased and paid for up front with the purchase of the equipment. This contract is for the complete system including all possible options. The Bidder to state the cost of the upfront fully comprehensive service contract, inclusive of VAT. This option shall be seen as an extended guarantee and shall include all the conditions as stipulated under the guarantee conditions and shall include all labour, travelling, spares, preventative maintenance, corrective maintenance (call outs), installations and QA checks over a 5 year period after the guarantee/warrantee period expired.	
10.4	Provide pricing per year i.e. Year 1 to Year 5. (NB. Year 1 is the year following the guarantee period) All prices must include VAT.	
10.5	A fully inclusive maintenance contract for a five (5) year period after the guarantee expiry date must be provided (include Quality Assurance tests as prescribed by the Department of Health, Directorate: Radiation Control, labour, travelling, sundries, spares and call outs). The Bidder to provide a pricing schedule per year as asked.	
10.6	State the above-mentioned price as a percentage of the purchase price.	
10.7	A fully non-inclusive maintenance contract for a five (5) year period after the guarantee expiry date, excluding all spares, must be provided (to include Quality Assurance tests as prescribed by the Department of Health, Directorate: Radiation Control, labour, travelling, sundries, and call outs). The Bidder to provide a pricing schedule per year as asked.	
10.8	Quality assurance test results according to the stipulated time frames must be handed to the departmental head during this 5-year period.	
11	**Optional Accessories Offered by Bidder:**	**COMPLY /DO NOT COMPLY**
11.1	The Bidder to give a full description of any additional optional accessories offered, and the prices of each.	
12	**Cost of Ownership (To be included in Bid offer):**	**COMPLY /DO NOT COMPLY**
12.1	A minimum guarantee period of 24 months is applicable. All parts, routine maintenance (including corrective maintenance) and all labour costs to be included during the warranty period.	
12.2	The Bidder must provide a detailed estimated breakdown of the cost of ownership of their offered system for the life cycle of their offered unit.	
12.3	The Bidder must provide a firm commitment from the principle manufacturer on how long the offered unit's spare parts and software will be available and that the spare parts will be available at market related prices (consideration will be given to normal price escalations and rate of exchanges).	

12.4	Bidders to state their current technical labour cost per hour on the equipment offered.	
12.5	State the current travel costs involved on a repair call-out or routine service	
12.6	State the current cost of each service as prescribed by the manufacturer.	
12.7	State the life cycle cost of the system per year with reference to the life cycle claimed in 3.2.8	
13	**Safety:**	**COMPLY /DO NOT COMPLY**
13.1	The unit shall comply with all necessary safety standards.	
14	**Training:**	**COMPLY /DO NOT COMPLY**
14.1	The Bidder must undertake to provide a comprehensive training schedule when required, for both User Department and Clinical Engineering staff of the Hospitals to ensure:	
14.1.1	Correct use of the equipment;	
14.1.2	Comprehensive technical support capability of the equipment, of at least 2nd level ((PC board level), by eligible resident Clinical Engineering staff. The Bidder shall include a detailed training course schedule for the eligible Clinical Engineering staff.	
14.1.3	The Bidder must state the cost and level of additional technical training offered.	
14.1.4	The successful Bidder at no extra cost shall provide additional future support of users in the use of all features of the equipment offered.	
15	**Documentation:**	**COMPLY /DO NOT COMPLY**
15.1	All documents shall be in English and Original documents – no copies shall be accepted and at least one document shall be supplied in a paper format, which is properly bound.	
15.2	\One complete set of comprehensive workshop/service manuals, including wiring schematics shall be supplied	
15.3	One complete set of user manuals shall be supplied	
15.4	See Section "B". Failure to supply the Clinical Engineering Department with comprehensive and detailed service manuals could lead to the disqualification of the Bidder's offer.	
15.5	A licence issued in terms of the Hazardous Substances Act, (Act no. 15 of 1973) shall be submitted with the Bid. Failure to submit such a licence may result in a bid not being considered	

EVALUATION OF BIDS

- This bid will be evaluated in the following phases;
  - Phase 1: Compliance with the bid requirements
  - Phase 2: Compliance with the bid specifications
  - Phase 3: Preferential procurement evaluation/Price

- **Phase 1: Compliance with the bid requirements**
  - ➢ This evaluation is based on compliance with the SCM requirements which include, among others registration on the Central Supplier Database, submission of bids on time, and submission of all required documents completed.
  - ➢ Bids that fail to meet the requirements will be disqualified from further evaluation at this stage.

- **Phase 2: Compliance with the bid specifications**
  - ➢ Bids that fail to meet the bid specification requirements will be disqualified from further evaluation at this stage.

- **Phase 3: Preferential procurement evaluation/ Price**
  - ➢ The 80:20 Points System shall be applicable to bids up to R50 000 000 or the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder:	**Bid Number: TBH 208/2026.R**
Closing Time: 11H00am	**Closing date: WEDNESDAY,9 DECEMBER 2026**

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

Guidance in Completing the Pricing Schedule

- *Please complete the unit price cost of the item as well as the Annual cost (Qty X Unit cost). The cost should be VAT inclusive. The unit cost and the total shall be used for preferential procurement evaluation.*
- *The Department reserves the right to extend the contract at its discretion, and should the Department elect to extend the contract, the price offered shall be binding.*

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY*	TOTAL PRICE
1	**PRICE BREAKDOWN SUPPLY AND DELIVERY INCLUDING INSTALLATION AND COMMISSIONING THE CO2 ENT LASER FOR USE IN THE BI I&J THEATRE**	**1**	R..... **GRAND TOTAL** **All prices must include VAT and Delivery**

Required by:		**THEARTRE (ENT)**
-	At	**TYGERBERG HOSPITAL** FRANCIE VAN ZIJL DRIVE PAROW CAPE TOWN 7500
-	Brand and model	.....
-	Guarantee period	.....
-	Country of origin	.....
-	Does the offer comply with the specification(s)?	*YES / NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	..... *Delivery: Firm / not firm
-	Delivery basis	.....

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

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

PRICE ADJUSTMENTS

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%.
R1t, R2t..... used).	=	Index figure obtained from new index (depends on the number of factors
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

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

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

4. 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.)	*P PERCENTAGE OF BID PRICE*

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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

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

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

3. **Definitions**

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

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

"business interest" means -

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

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

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

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
   a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
   (i) resigned as an employee of the government institution or;
   (ii) cease conducting business with an organ of state or;
   (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution

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

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

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
   a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

31 May 2022

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	*MAAA*
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons 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 shouldbe 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

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

31 May 2022

SECTION 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)*

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

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

31 May 2022

SECTION 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 prohibitedfrom 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 termsof 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 forTender 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 fiveyears 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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I,.....hereby swear/affirm;

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

ii. that I understand the content of the document;

iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

.....**DULY**

AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

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

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

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

.....

..... SIGNATURE FULL NAMES Commissioner of Oaths

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

Date:..... Place .....

Business Address:

.....

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

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

31 May 202

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

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

2.6 The 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 purchaser.

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

(a) points out of 80 for price; 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% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51% black owned (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 5

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 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

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 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
(iv) engages in a fronting practice.

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

(d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% 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;
- (j) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (ii) 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
- (iii) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

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

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

DATE: .....

ADDRESS: .....

.....

WITNESSES:

1. .....

2. .....

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1 I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r I as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

100% Black owned		**Level One** (135% B-BBEE procurement recognition)	
More than 51% Black owned		**Level Two** (125% B-BBEE procurement recognition)	
a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.		b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.		d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

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

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

Deponent signature: _____

Date: _____

_____

Commissioner of Oaths signature & stamp

THE NATIONAL TREASURY
Republic of South Africa



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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "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.

1.17 "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.

1.3 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 (17) 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 fulfilment 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.

17. Contract amendments

17.1 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 cancelling 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 wilful 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.