

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

BID NUMBER: **WCGHSC0310/2021**

CLOSING DATE: **21 July, 2023**

CLOSING TIME: **11:00**

BID FOR THE PROVISION OF RENDERING OF A COURIER SERVICE TO THE CAPE MEDICAL DEPOT (CMD), OUDTSHOORN MEDICAL DEPOT (OMD), THE ANTIRETROVIRAL DEPOT (ARV) AND WESTERN CAPE HEALTH WAREHOUSE (WCHW) FOR THE DEPARTMENT OF HEALTH AND WELLNESS WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD.

The successful bidder will be required to complete and sign a written contract form (WCBID7.1).

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** situated in the foyer of the main entrance of the Western Cape Government Building (**next to the Cape High Court**) at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **24 hours a day, 7 days a week**.

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, Mrs Rukmini Jacobs at (021) 483 4515 for assistance during office hours.

Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign bidding documents, certificates, questionnaires, and specification forms may invalidate the bid. **The date stamp on each page, however, is for official use and not for completion by bidders.**

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

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

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

Where a 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.

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

Please note that the stipulations regarding **sub-contracting** in **paragraph 5.9-5.10 and 8** of the **WCBD6.1** form will apply to this bid.

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

Please refer all technical/specification enquiries to **Mr. Wynand Erasmus** at telephone no. (021) 483 4808 or email Wynand.Erasmus@westerncape.gov.za


C Munnik
HEAD OF DEPARTMENT

pp
DATE: 12/06/2023

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
21 JULY 2023	
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SIGNED	SIGNED



COMPULSORY INFORMATION SESSION

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

FAILURE TO ATTEND THE COMPULSORY INFORMATION SESSION WILL INVALIDATE YOUR OFFER

DATE : 6 July 2023

TIME : 11am to 12.30pm

VENUE : No 16 Chiappini Street
Cape Town

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

21 JULY 2023

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**PART A
INVITATION TO BID**

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

The WCG is committed to govern ethically and to comply fully with anti-fraud, theft and corruption laws and to continuously conduct itself with integrity and with proper regard for ethical practices.

The WCG has a zero-tolerance approach to acts of fraud, theft and corruption by its officials and any service provider conducting business with the WCG.

The WCG expects all its officials and anyone acting on its behalf to comply with these principles to act in the best interest of the WCG and the public at all times.

The WCG is committed to protecting public revenue, expenditure, assets and reputation from any attempt by any person to gain financial or other benefit in an unlawful, dishonest or unethical manner.

Incidents and suspicious activities will be thoroughly investigated and where criminal activity is confirmed, responsible parties will be prosecuted to the full extent of the law.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH AND WELLNESS

Bid no	WCGHSC0310/2021	Closing date:	21 July 2023	Closing time	11:00
Description	RENDERING OF A COURIER SERVICE TO THE CAPE MEDICAL DEPOT (CMD), OUDTSHOORN MEDICAL DEPOT (OMD), THE ANTIRETROVIRAL DEPOT (ARV) AND WESTERN CAPE HEALTH WAREHOUSE (WCHW) FOR THE DEPARTMENT OF HEALTH AND WELLNESS WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)


The foyer of the main entrance, Western Cape Government Building (next to Cape High Court)

Junction of Dorp and Keerom Streets, Cape Town 8001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

Contact person	Mrs R. Jacobs	Contact person	Mr. Wynand Erasmus
Telephone no	021- 483 4515	Telephone no	021- 483 8408
Facsimile no	N/A	Facsimile no	N/A
E-mail address	Rukmini.jacobs@westerncape.gov.za	E-mail address	Wynand.Erasmus@westerncape.gov.za

SUPPLIER INFORMATION

Name of bidder					
Postal address					
Street address					
Telephone no	Code		Number		
Cellphone no					
Facsimile no	Code		Number		
E-mail address					
Vat registration no					
Supplier compliance status	CSD registration no. 				
	MAAA				
B-BBEE status level verification certificate	[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE status level sworn affidavit		[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, was certificate issued by verification agency accredited by SANAS (SA National Accreditation System)					[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No

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

Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes enclose proof]	Are you a foreign based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part B3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1.	BID SUBMISSION REQUIREMENTS
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 (not re-typed) forms provided, 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, 2017, 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 (WCBD7.1).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Application for Tax Compliance Status (TCS) may be made via e-Filing through the SARS website, www.sars.gov.za
2.3	Bidders may also submit a printed TCS certificate with a result summary page (downloaded from e-filing) together with the bid.
2.4	In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate TCS certificate and CSD number as mentioned in 2.2 above.
2.5	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/COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority, e.g. company resolution, must be submitted)

DATE:

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING	
BID OPENED @ 11:00 21 JULY 2023	
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PROVINCIAL GOVERNMENT OF THE WESTERN CAPE
DEPARTMENT OF HEALTH AND WELLNESS

WCGHSC0310/2021: RENDERING OF A COURIER SERVICE TO THE
METROPOLE DISTRICT SERVICES/ CAPE MEDICAL DEPOT (CMD) /
OUDTSHOORN MEDICAL DEPOT (OMD) / ANTI-RETROVIRAL DEPOT (ARV)
AND THE WESTERN CAPE HEALTH WAREHOUSE (WCHW)

SPECIAL CONDITIONS OF CONTRACT

NOTE: The Special Conditions of Contract must be read together with the General Conditions of Contract but will supersede the General Conditions of Contract in any instance of uncertainty regarding any requirements and or services.

1. **Introduction**

The bidder shall render a courier service for a period of **60** months on behalf of the Cape Medical Depot, Oudtshoorn Medical Depot, the ARV Depot and the Western Cape Health Warehouse, subject to the terms and conditions as indicated hereunder and in the specifications.

2. **Conditions**

The conclusion of this contract will be subject to a Service Level Agreement between the Department of Health and Wellness and the successful bidder.

2.1 **General**

2.1.1 The conditions contained in General Contract Conditions (GCC) apply.

2.1.2 With regard to the delivery of medicines, approval by the Medicines Control Council would serve as an added recommendation.

2.2 The following documents form part of this bid:

- (a) All attached WCBD forms
- (b) Definitions
- (c) Bid Conditions as contained in General Conditions of Contract (GCC)
- (d) Bid Specifications
- (e) Annexures B, C, D

2.3 Bidders must bid in accordance with the requirements stipulated on the attached WCBD forms.

3. **Requirements from Bidders for the Service.**

- 3.1 Only bidders who bid for all three types of services (Emergency delivery, Same Day delivery and Cold Chain delivery) at all the depots will be considered for acceptance.
- 3.2 Bidders must submit detailed information regarding their experience in goods transport service and must, therefore, submit acceptable proof of their ability to supply a high-quality service plus a list of present and recent contracts together with their bid documents.
- 3.3 Bidders must state the number, type(s), volumetric capacity, and weight load capacity of the vehicles they intend using.
- 3.4 The vehicle(s) utilised by the successful bidder to affect the service specified must comply with all legal requirements, be they ordained by Acts, Ordinances or Regulations.
- 3.5 The bidder must submit, together with the bid documents, a detailed documented system analysis for a functional organisational structure as basis for managing this contract. A clear indication shall be given of the bidder's envisaged organisational principles, procedures and functions for the effective management and operation of this service.
- 3.6 The Department of Health and Wellness: Provincial Government of the Western Cape does not bind itself to accept the lowest or any bid and reserves the right to accept the bid which it deems to be in the best interest of the Provincial Government of the Western Cape, notwithstanding that this may imply a waiver by the Department of certain bid requirements which the Department considers to be of minor importance and not complied to by a bidder.

4. **Bidder's Administrative Office.**

- 4.1 For the promotion of efficient liaison between the Cape Medical Depot, the Oudtshoorn Medical Depot, the ARV Depot and the Western Cape Health Warehouse and the bidder, it is imperative that the bidder, after being awarded the contract, immediately establish an office situated at least at the Cape Medical Depot. Should it be in the interest of efficient service delivery, the bidder will need to establish an administrative hub or office at the Western Cape Health Warehouse and the Oudtshoorn Medical depot. The department will provide space for such an administrative hub or office.
- 4.2 The Cape Medical Depot will provide office space for administrative purposes. The successful bidder will be responsible for any costs related to telephone line usage and telephone calls made.

5. **Closure of any of the Depot's.**

- 5.1 The Department reserves the right to terminate this agreement, should any of the Cape Medical Depot, the ARV Depot, the Oudtshoorn Medical Depot or the Western Cape Health Warehouse, for whatever reason, be permanently closed and cease to operate.

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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- 5.1.1 In this event, the Department shall give the contracted service provider three (3) months prior written notice of the intended closure.

6. **Centres to which the contract applies**

- 6.1 This contract will be for the courier delivery services to and from the Cape Medical Depot, Oudtshoorn Medical Depot, ARV Depot and Western Cape health Warehouse.

- 6.2 The Department reserves the right to add or remove points or areas of delivery to the aforementioned Annexures subject to the conditions as set out in the contract.

- 6.3 The Department reserves the right to terminate the contract with regard to any of the centres mentioned in the contract subject to ninety (90) days notice in writing.

- 6.4 All bid prices must be quoted inclusive of Value Added Tax, Liability costs, and fuel surcharges.

7. **Validity period of bid**

The validity period is 90 days from the closing date of the bid.

8. **Date of commencement of service**

The successful bidder will be required to start the service on the first day of commencement of the contract.

9. **Compulsory Information sessions**

- 9.1 All prospective bidders shall be represented by at least one official to attend the following compulsory information session. This official may not represent any other company who may want to bid, i.e., each bidder must be represented by its own official/s.

- 9.1.1 Date : 6 July 2023
Time : 11am to 12.30pm
Venue : Cape Medical Depot, 16 Chiappini Street, Cape Town
Name of contact person : Ms. R. Jacobs
Telephone number : (021) 483 4515

- 9.2 Failure to attend the compulsory information session will invalidate the bidder's offer.

9.3 **Vehicle fleet inspection**

The department reserves the right to do site visits.

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- 9.4 Vehicles, source documents i.e., Industry waybills, invoices, pod's etc. of goods dispatched, temperature monitoring devices etc. are to be made available for inspection/analysis on request.

10. **Courier service staff**

- 10.1 The successful bidder shall employ on his own conditions of service, all courier service staff required for the efficient performance of this contract.
- 10.2 Where necessary, a facility /office space will be made available for courier service staff to perform their duties, and if and when required, to verify the weighing of parcels.
- 10.3 If an unmarked vehicle is used for deliveries prior written notification must be given to the store manager with registration numbers of vehicles and ID documents of the driver and van assistant.
- 10.4 Identification/name tags to be worn in addition to the employees' uniform by the Contractor's employees at all times.

11. **Courier service equipment and documentation**

- 11.1 The contractor shall supply all necessary documents required for the performance of his obligations under the contract. (Cost to be included in bid price.)
- 11.2 The depots shall not provide the contractor with necessary tools i.e., Computers, software, pallet jacks etc. for its day-to-day functioning.

12. **Alterations to documents**

No alteration, erasure, omission or additions shall be made to these documents. Should any unauthorised change be made, the same will not be recognised but the original document shall apply. Any required alterations/changes to the documents shall be made on agreement between both parties.

13. The courier shall provide the depots with the top copy **(original)** of the dispatch advice/waybill as "Proof of Delivery" document of shipments.

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GOODS & SERVICES SOURCING

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**PROVINCIAL GOVERNMENT OF THE WESTERN CAPE
DEPARTMENT OF HEALTH AND WELLNESS**

**CAPE MEDICAL DEPOT (CMD) / OUDTSHOORN MEDICAL DEPOT (OMD) /
ANTI-RETROVIRAL DEPOT (ARV) / WESTERN CAPE HEALTH WAREHOUSE
(WCHW)**

DEFINITIONS

For the purpose of the Description, Financial Implications, Bid Conditions, Conditions of Bid and Contract, Contract Specifications, Annexures and Appendices, the following definitions of words apply.

ARV Depot: The Anti-Retroviral Depot situated at 16 Chiappini Street, Cape Town.

CMD: The Cape Medical Depot situated at 16 Chiappini Street, Cape Town.

OMD: The Oudtshoorn Medical Depot situated on the Oudtshoorn Hospital Grounds, Park Road, Oudtshoorn

WCHW: The Western Cape Health Warehouse situated on the premises of Tygerberg Hospital, Francie Van Zijl Dr, Parow, Cape Town

Bidder: In the case of bids received, the bidder and in the case of the concluded contract, the successful bidder which undertakes in the terms thereof, to provide the required courier service.

Centre(s) / Depot(s): Institutions requiring deliveries from the Cape Medical Depot, 16 Chiappini Street, Cape Town, the Western Cape Health Warehouse on the premises of Tygerberg Hospital, Francie Van Zijl Dr, Parow, Cape Town, the Oudtshoorn Medical Depot, Park Road, Oudtshoorn and the ARV Depot, 16 Chiappini Street, Cape Town.

Cold Chain Courier Service: The safe transport of thermolabile items in a suitable vehicle and container to assure and ensure a constant temperature of between 2⁰ Celsius to 8⁰ Celsius, from the point of collection to the point of destination, notwithstanding any problems occurring during the delivery period.

Ultra-Cold Chain Courier Service: The safe transport of thermolabile items in a suitable vehicle and container to assure and ensure a constant temperature of between minus 20⁰ Celsius to minus 70⁰ Celsius from the point of collection to the point of destination, notwithstanding any problems occurring during the delivery period.

Contract: Comprises the full documentation attached hereto together with the conditions contained in General Conditions of Contract (GCC) which will form the basis of the agreement which results from the acceptance of a bid.

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GOODS & SERVICES SOURCING**

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Contractor / Contracted Service Provider: The successful bidder for this service contract.

Department: The Western Cape Department of Health

GCC: General Conditions of Contract, the document included in this invitation for bids.

SCC: Special Conditions of Contract, the document supplementary to the GCC and which super cedes certain conditions of the GCC in this invitation for bids.

Government: The Ruling Government of the Republic of South Africa.

Institution(s): All the health facilities and medical depots resorting under the management of the Western Cape Department of Health as well as the health facilities resorting under the management of the City of Cape Town municipality. This includes Public Private Partnerships.

PPP: Public Private Partnership which means a partnership between the Western Cape Department of Health and Wellness and a private entity.

POD: Proof of delivery: the document affixed to each delivery containing the details of the sender and the delivery address, and which is signed by the Department's sender and the Contractor's personnel upon handover to the Contractor, and again by the Department's receiver upon delivery.

PGWC: Provincial Government, Western Cape.

Senders: The Cape Medical Depot, 16 Chiappini Street, Cape Town, the Oudtshoorn Medical Depot, Park Road, Oudtshoorn, the ARV Depot, 16 Chiappini Street, Cape Town, and the Western Cape Health Warehouse, on the premises of Tygerberg Hospital, Francie Van Zijl Dr, Parow, Cape Town,

State: The Republic of South Africa and / or Government Department / Provincial Government of the Western Cape, according to the context of the sentence in which it appears.

SLA: Service Level Agreement.

Thermolabile items: Those pharmaceutical products which may be subject to decomposition of change unless stored and transported at the prescribed cold chain temperature. These pharmaceutical items need to be transported at temperatures ranging from 2°C to 8°C or minus 20°C to minus 70°C. Care should be taken to ensure that all thermolabile items are transported at the correct and applicable temperature, and all regulations related to the transportation of thermolabile items are adhered to.

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Facility: Means any institution registered to procure goods from the Cape Medical Depot, Oudtshoorn Medical Depot, the ARV Depot or the Western Cape Health Warehouse. A facility may also be referred to as a demander or an institution or a health care facility or a cost centre.

GPP: Good Pharmacy Practice

GWP: Good Warehouse Practice

SAHPRA: South African Health Products Regulatory Authority

SAPC: South African Pharmacy Council

Consignment: All the consolidated goods to be delivered to the designated point of delivery.

Consolidated Goods: Goods from all the different sections packed in boxes put together to be delivered as one consignment.

Liability Insurance: Insurance taken out by the successful bidder to cover any loss to or claim by the department.

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**PROVINCIAL GOVERNMENT OF THE WESTERN CAPE
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**WCGHSC0310/2021: RENDERING OF A COURIER SERVICE TO THE
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(ARV) AND THE WESTERN CAPE HEALTH WAREHOUSE (WCHW)**

BID SPECIFICATION

Nr	SPECIFICATION	Indicate Compliance and reference page in submitted bid document
1	Overview of service	
	<p>Bids are invited for the rendering of an efficient daily courier service for the delivery of medicines, medical supplies, vaccines and miscellaneous items as and when required by, for all of the below depot's:</p> <p>(1) The Cape Medical Depot, 16 Chiappini Street, Cape Town, (2) The ARV Depot, 16 Chiappini Street, Cape Town, (3) Oudtshoorn Medical Sub – Depot, Park Road, Oudtshoorn, and (4) WCHW – Tygerberg Hospital Premises, Francie Van Zijl Dr, Parow, Cape Town to various addresses and institutions within the Western Cape.</p>	
	In the event that any of the participating depot's re-locate within the metropole area within the contract period, the terms and conditions of the original contract will remain the same.	
2	Period of the contract	
2.1	The period of the contract will be for 60 months. (5 years)	
2.2	The Department reserves the right not to award this bid.	
3	Details of the courier services required	

Nr	SPECIFICATION	Indicate Compliance and reference page in submitted bid document
3.1	Same Day courier delivery service Goods must be delivered to the addressee on the same day of collection.	
3.2	Emergency courier delivery service Deliveries to be made from the Cape Medical Depot or the ARV depot or the OMSD or the WCHW on an urgent basis. For this purpose, an emergency vehicle must be available for departure within 30 minutes from the point of departure from the depot to the receiver.	
3.3	Cold chain courier delivery service Goods must be delivered under the conditions as stipulated in section 5.5 below. All rules and regulations pertaining to the transporting of cold chain items must be adhered to.	
4	Consignments	
4.1	Consignments will vary in size and weight.	
4.2	Consignments will be packed and weighed by the designated staff of the various depot/s. This recorded weight is to be confirmed by the service provider.	
5	Collection/Loading/Unloading/Delivery of Goods	
5.1	Depots	
5.1.1	Cape Medical Depot, ARV Depot, OMD & WCHW.	
	Consignments are to be handed over to the service provider daily between the hours of 07h00 and 15h00 on weekdays, or as agreed upon for operational efficacy. Note: No deliveries and collections on weekends or public holidays except in the case of emergency deliveries.	
5.2	Prevention of damage	
	The Bidder must ensure that all consignments are not damaged when loading, offloading or while in transit. The Bidder must have the necessary liability insurance to cover for any damage or loss caused by the bidder in terms of Point 8. The successful bidder must provide proof of such insurance at the commencement of the contract. The successful bidder must be ensured for at least 10 million rands in this regard.	

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Nr	SPECIFICATION	Indicate Compliance and reference page in submitted bid document
5.3	Delivery	
	Deliveries must be made to the specified address indicated on the Waybill.	
	Deliveries must be made between the hours of 08:00 and 15h00 on weekdays excluding public holidays.	
5.4	Thermolabile Products	
5.4.1	This service must be rendered in accordance with the requirements of the Medicines and Related Substances Control Act, Act 101 of 1965, and Good Warehousing Practice and Good Pharmacy Practice in terms of the Pharmacy Act, Act 53 of 1974 as amended.	
5.4.2	In this regard, the Department's staff will ensure that consignments containing thermolabile products are packed according to good pharmacy practice to ensure that the cold chain is maintained between 2 (two) degrees Celsius and 8 (eight) degrees Celsius.	
5.4.3	The Contracted service provider will be responsible for storing and transporting the consignments in such a way that the temperature is maintained within the required limits, these being between 2° C and 8° C.	
5.4.4	The Contracted service provider will use a suitably insulated and cooled vehicle for transporting such items.	
5.4.5	Should the need arise for storage of thermolabile goods, the successful bidder must have appropriate cool rooms to be available at main depots and satellite depots, when the contract commences. The cold room temperature must be maintained between 2 to 8 degrees Celsius according to GPP. These cold room temperature's must be recorded on a daily basis with a SAHPRA approved and validated method and must be available for inspection on request by the department.	
5.4.6	The goods are never to be exposed to conditions which would cause the temperature to deviate from 2° C to 8° C.	
5.4.7	The thermolabile goods must be delivered to the appropriate responsible person at the delivery point who must sign the Proof of Delivery and confirm that the goods were received within the prescribed temperature.	

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Nr	SPECIFICATION	Indicate Compliance and reference page in submitted bid document
5.5	Labour and equipment	
5.5.1	The successful Bidder must provide his own labour and equipment for loading and off-loading of the consignments.	
5.5.2	The successful Bidder must supply his own office furniture, IT hardware and software.	
6	POD's, Waybills and Delivery notes	
6.1	Each POD must be certified correct by an official of the receiving addressee, by means of signature, initials and surname printed in block letters, title/rank as well as an official stamp of the facility indicating the weight and the date. Signature of third parties, or the contracted service provider himself must not be accepted as proof of delivery.	
6.2	Before any consignment is transported by the Contracted service provider, the Contracted service provider must be supplied with a POD form completed by the responsible / mandated Official at the depot/s.	
6.3	Consignments	
6.3.1	Where several consignments collected from specific stores / sections are delivered together to one and the same site / institution on the same day, this must be regarded as one consignment and one consolidated charge must be made for the combined mass of all the consignments. Volumetric mass conversions are specifically excluded.	
6.4	Pallets, Cooler boxes	
	The Department's pallets and cooler boxes provided at the delivery addresses must be collected and returned to the depot/s as per the agreed SLA	
7	Submission of documents for payment of services	
7.1	It is a condition of this bid that proof of delivery to a responsible officer /staff member employed by the receiving institution, must be submitted to the relevant Storekeeper /staff member at the Cape Medical Depot, Oudtshoorn Medical Depot, ARV Depot and the WCHW as soon as possible after delivery, but in any event not later than 72 hours after delivery.	

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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Nr	SPECIFICATION	Indicate Compliance and reference page in submitted bid document
7.2	The contracted service provider must provide the Cape Medical Depot, the ARV Depot, the Oudtshoorn Medical Depot and the WCHW with the signed and stamped POD by the addressee.	
7.3	It is a condition of this bid that the successful bidder accepts full responsibility for all consignments from the time of hand over by the depot for delivery until delivered to the addressee.	
7.3.1	Such responsibility terminates when a POD has been obtained which clearly indicates the details and signature of the receiver as well as stamped by the addressee.	
7.4	The Contracted service provider's invoice must be submitted to the Cape Medical Depot for payment. It is a condition that the CMD, ARV Depot, OMD and the WCHW deliveries are indicated and billed separately, for reconciliation purposes.	
8	Indemnities and liabilities	
8.1	The Contracted service provider must accept all liability in respect of loss, theft of and/or damage to the contents of consignments or permanent packaging material,(for e.g. Cooler boxes) where the latter is permanent and the property of the Department, used in goods transported by them. The successful bidder must submit proof of indemnity and liability insurance at the commencement of the contract. The successful bidder must be ensured for at least 10 million rands in this regard.	
8.1.1	Such liability takes effect from the moment the consignments are handed over to the contracted service provider on the premises of the CMD, the OMD, the ARV Depot, and the WCHW, and ends when delivered to the addressee's premises and accepted by the addressee, accompanied by the relevant completed POD.	
8.2	Where the contents or permanent packaging material is damaged, proof will be issued by a mandated official of the Cape Medical Depot, Oudtshoorn Medical Depot, the ARV Depot or the WCHW and will serve as <i>prima facie</i> evidence of the quantum of damages.	
8.3	Where the consignment with its contents is lost or damaged, or a break in the cold chain occurs, or only the packaging material is lost (where it is permanent and the property of the Department), the Contracted service provider will compensate the WC DoH for the actual value of the loss in the event of a claim. In addition, the Contracted service provider must transport the replacement consignment free of charge.	

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8.4	Where a consignment is not delivered on the date as specified on the waybill due to a delay on the part of the Contracted service provider, the Department must have the right, unless otherwise directed by the Department, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount using the current prime interest rate calculated for each day of the delay or to claim any damages or loss suffered in lieu of such penalty (refer clause 21 and 22 of the GCC).	
8.5	Where the Contracted service provider completely fails to render the service, the Department reserves the right to make use of the services of any other supplier who is able to render such service.	
8.5.1	Where the Department is forced to pay more for the service than would have been paid to the original contracted service provider, the original Contracted service provider will be liable, and the Department will be entitled, to retain the difference in price as quoted by the alternative supplier from the money owed to the original Contracted service provider. A certificate issued by an official of the Department will serve as <i>prima facie</i> evidence of the amount owed (refer clause 21 and 22 of the GCC).	
8.6	The vehicles, equipment and employees of the bidder must be insured at the commencement of the contract, as it is accepted that the successful bidder undertakes to indemnify the Provincial Government of the Western Cape and/or any of its officials or employees against:	
8.6.1	Loss, damage, wear and tear occurring to the successful bidder's property.	
8.6.2	Loss, accident, injury or death to any person in the employ of the successful bidder or third party for whatever reason.	
8.6.3	Loss, accident, injury or death to any person legally on the Department's premises.	
8.6.4	Loss of, or damage to any goods legally on the Department's premises which is the property of the successful bidder.	
8.7	The successful bidder will further automatically undertake to reimburse the Provincial Government: Western Cape for the undermentioned occurrences during the execution of any part of this contract, whether on the Department's premises or otherwise:	
8.7.1	Any Loss or damage to the Department's equipment.	
8.7.2	Any Loss or damage to the Department's buildings, roads, gates, and walls/fences.	

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Nr	SPECIFICATION	Indicate Compliance and reference page in submitted bid document
8.8	The successful bidder further undertakes to obey all applicable rules and regulations whilst on hospital and or clinic or any other institutions premises.	
9	Payments	
9.1	Payment to the contracted service provider will only take place once an invoice with all relevant and original POD's are received from the service provider. The invoice must contain the following information:	
9.1.1	Price per kg (i.e. price for the applicable type of service rendered).	
9.1.2	Type of service rendered	
9.1.3	Actual weight of consignment.	
9.1.4	Complete breakdown of costs per depot	
9.1.5	Total cost as owed.	
9.1.6	Less % discount offered, if applicable (settlement discount will not be taken into consideration for evaluation purposes).	
9.1.7	The waybill number.	
9.2	Where the above-mentioned information does not appear on the invoice and payment cannot be made, the Department / Institution reserves the right to return such an invoice to the contracted service provider without any payment. No interest for late payment in such instance will be considered.	
9.3	The official stamp and signature of the receiving Office must appear on delivery notes as proof of delivery as stipulated in the SLA	
9.4	No advance payment will be made to the Contracted service provider. Payment will be made within 30 days after receipt of an invoice with all relevant POD's.	
9.5	As it is the intention of the Department to effect all payments by electronic funds transfer (EFT), it will be expected of the successful bidder to furnish the Department with its banking details in order to be registered for this purpose. (A form on which these details can be provided to the Department will be included in the letter of acceptance to the successful bidders)	
10	General	
10.1	The Department/Institution(s) reserves the right to exclude consignments containing for example, biological dangerous materials, diagnostic samples or highly confidential documents from this contract and to arrange in their own discretion other methods of transport.	

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10.2	Dangerous consignments must be indicated in the waybill.	
10.3	All personnel of the contracted service provider must be authorised and be able to identify themselves when collecting or delivering supplies, consignments and packages.	
11	Experience	
11.1	Prospective bidders should have had at least a minimum of five years proven experience in the transport and distribution of pharmaceuticals and /or surgical sundries. The department will conduct a site visit before the award of the bid.	
11.2	A proven knowledge of cold chain procedures, and precautions to be taken in handling cold chain products, is a necessity.	
11.3	A proven knowledge of the risks and prevention thereof in relation to the transport of Schedule 5 & 6 items is a necessity.	
11.4	Prior or current contracts with other Provincial Departments, and /or private sector pharmaceutical companies for the transporting of medical items will be an added recommendation. Proof to be provided. (References)	
11.5	The following additional documentation must be submitted in terms of experience:	
11.5.1	A company organogram	
11.5.2	Existing standard operating procedures	
11.5.3	Relevant reference/s supporting the 5 years' experience	
11.5.4	Last three years audited financial statements	
12	Infrastructure	
12.1	The successful bidder must, at the commencement of the contract, provide proof to the Department that they have a sufficient quantity of small vehicles and larger vehicles to transport the volume of consignments from all the different depots. All the vehicles must be fitted with the appropriate equipment that will ensure proper temperature control, security of goods in transit and the location of goods in transit. For security reasons the vehicles used must be unmarked vehicles. This includes:	
12.1.1	Small vehicles: A minimum of ten "light delivery vehicles" with capacity of 1 to 1.5 tons, with lockable canopies and temperature control for local and urgent deliveries. The vehicles must be suitable for transporting of cold chain items.	

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12.1.1.1	Lockable canopies are to be of a solid nature. No painted windows or otherwise will be acceptable. The canopies are to be totally enclosed and to be of an insulated material, which complies with legislation in terms of the transportation of pharmaceuticals.	
12.1.2	Larger vehicles: minimum of : <ul style="list-style-type: none"> • one vehicle with 10 ton capacity, enclosed, and • two vehicles with 4 to 5 ton capacity, enclosed. • These vehicles are to have the necessary equipment for temperature control for transporting of cold chain items. 	
12.1.3	Emergency deliveries: The successful contracted service provider must make a dedicated fleet of delivery vehicles available for emergency deliveries. These vehicles must be available for departure within 30 minutes of the given emergency notice	
12.2	All vehicles used for the transporting of cold chain items must have on board refrigeration facilities with accurate temperature recording/display units that comply with pharmaceutical legislation regarding the recording and maintaining of the cold chain.	
12.3	Where use is made of a sub-depot, there must be sufficient cold rooms to hold stock while waiting for its further dispatch. These cold rooms must be temperature monitored and a printable record of the temperature per 24-hour period must be available on demand.	
12.4	Proof of the vehicles mentioned in paragraphs 12.1.1, 12.1.2, 12.1.3, and 12.2 above must be available for inspection at the time of the commencement of the contract.	
12.5	Note that the Department will, at any of the agreed upon depot sites, if available, assign an office to the Contracted service provider. Should this be the case, the Contracted service provider will be responsible for the telephone costs. The Contracted service provider will be responsible for the supply and maintenance of the office, as well as all furniture and office equipment needed.	
13	Risk reduction measures	
13.1	Staff	
13.1.1	All staff employed by the successful Bidder who render any services for the department, must be in possession of a security clearance as well as a relevant valid driver's license if applicable.	
13.1.2	No staff employed by the successful Bidder who render any services for the department, must have a past criminal record or criminal charges pending.	

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Nr	SPECIFICATION	Indicate Compliance and reference page in submitted bid document
13.2	Vehicle tracking	
	All vehicles must be fitted with tracking systems which permit the establishment of the vehicle's position at any time.	
13.3	Consignment tracking	
	Tracking of individual consignments must be available from time of pickup to time of delivery by means of a of a reliable and proven electronic system.	
14	Pricing	
14.1	The Bidders must provide a price per kg as per the pricing schedule. All pricing must be on a weight basis.	
14.2	Where several consignments collected from a specific store are delivered together to one and the same site/institution on the same day, this must be regarded as one consignment and one consolidated charge must be made for the combined mass of all the consignments. Volumetric mass conversions are specifically excluded.	
14.3	Prices quoted for in the bid must be all inclusive of VAT. Any invoicing involving additional costs including, inter alia, fuel levies, transport and insurance will not be considered for payment.	

Contact person for all bidding procedure enquiries: Ms. Rukmini Jacobs.
E-mail address: rukmini.jacobs@westerncape.gov.za

Contact person for all technical enquiries: Wynand Erasmus.
E-mail address: Wynand.Erasmus@westerncape.gov.za

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 14 JULY 2023	
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**PROVINCIAL GOVERNMENT OF THE WESTERN CAPE
DEPARTMENT OF HEALTH AND WELLNESS**

METROPOLE REGIONAL OFFICE

BID WCGHSC0310/2021: RENDERING OF A COURIER SERVICE

SECTION 8:

AREAS TO AND FROM WHICH DELIVERIES ARE TO BE UNDERTAKEN

REGIONS:

METROPOLE	SOUTHERN CAPE/KAROO	BOLAND/OVERBERG	WEST COATS/WINELANDS
Gordon's Bay	Albertinia	Ashton	Citrusdal
Mamre	Beaufort West	Barrydale	Clanwilliam
Strand	Calitzdorp	Bredasdorp	Darling
Somerset West	George	Caledon	Lamberts Bay
Atlantis	Heidelberg	Ceres	Langebaan
	Knysna	Gansbaai	Lutzville
	Ladismith	Grabouw	Malmesbury
	Laingsburg	Hermanus	Morreensburg
	Mossel Bay	Montagu	Paarl
	Murraysburg	Robertson	Piketberg
	Nelspoort	Swellendam	Porterville
	Oudtshoorn	Riviersonderend	Riebeeck West
	Plettenberg Bay	Villiersdorp	Saldanha
	Prince Albert	Worcester	St Helena Bay
	Riversdale	Wolseley	Stellenbosch
	Uniondale		Stompneus Bay
			Van Rhyndorp
			Veldrif
			Vredenburg
			Vredendal
			Wellington

NOTE: The above-mentioned list of centres may be expanded according to the demand for extended delivery services, or reduced should delivery to a particular centre no longer be required.

**WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING**

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**PROVINCIAL GOVERNMENT OF THE WESTERN CAPE
DEPARTMENT OF HEALTH AND WELLNESS**

CAPE MEDICAL DEPOT

BID WCGHSC0310/2021: COURIER SERVICE

SECTION 8:

AREAS TO AND FROM WHICH DELIVERIES ARE TO BE UNDERTAKEN

Albertina	De Aar	Kakamas	Montagu	Riversdal
Alexander Bay	Delft	Kalk Bay	Morreesburg	Riviersonderend
Almal Clinic	Delportshoop	Kathu	Mossel Bay	Robertson
Ashton	Dibeng	Keimoes	Mowbray	Rondebosch
Athlone	Doublas	Kenhardt	Muizenberg	Rosebank
Atlantis	Kukathole	Kenilworth	Murraysburg	Ruyterwacht
Barkley West	Durbanville	Kensington	Nababeep	Scottsdene
Barrydale	Eersterivier	Kenwyn	Napier	Sedgefield
Beaconvale	Elgin	Kewtown Athlone	Ndabeni	Silvertown
Beaufort West	Elsies River	Khayelitsha	Nelspoort	Somerset West
Belgravia	Esterhof	Kimberley	Nyanga	Sprinkbok
Belhar	Factreton	Kleinmond	Observatory	Stella
Bellville	Fisch Hoek	Knysna	Ocean View	Stellenbosch
Bellville South	Fraserburg	Koelenhof	Olifantshoek	Stilbaai
Bergsig/Caledon	Gansbaai	Kraaifontein	Oostersee	Strand
Bishop Lavis	Gardens	Kuilsriver	Oranhezicht	Surrey Estate
Blackheath	Garies	Kuruman	Oudtshoorn	Sutherland
Bonnievale	George	Ladismith	Paarl	Swellendam
Bonteheuwel	George Industria	Laingsburg	Paarl East	Tableview
Brackenfell	Goodwood	Lamberts Bay	Pacaltsdorp	Thornton
Brandvlei	Grabouw	Landsdowne	Panorama	Three Anchor Bay
Bredasdorp	Grassypark	Langa	Parow	Tokai
Bridgetown	Green Point	Langebaan	Parow Valley	Touwsrivier
Britstown	Griekwastad	Lansdown	Petrusville	Tulbach
Brown's Farm, Phillipi	Grobblershoop	Lavender Hill	Phillippi	Turfhall Road
Caledon	Grootbrakrivier	Lavistonw	Philipstown	Tygerberg
Calitzdorp	Guguletu	Lentegeur	Piketberg	Uniondale
Calvinia	Hanover	Loeriesfontein	Pinelands	Uptington
Cape Town	Hanover Park	Lotus River	Plettenberg Bay	Van Rhynsdorp
Carnarvon	Hartswater	Lutzville	Plumstead	Velddrif
Ceres	Hawston	Macassar	Pofadder	Victoria West
Citrusdal	Heathfield	Maitland	Port Nolloth	Villiersdorp
Clanwilliam	Heidelberg	Malmesbury	Porterville	Vosburg
Claremont	Heideveld	Mamre	Postmasburg	Vredehoek
Colesberg	Hermanus	Manenberg	Prieska	Vredenburg
Constantia	Hopefield	Marydale	Prince Albert	Vredendal
Crawford	Hopetown	Met Reg Office	Reivilo	Vrijzee
Cross Roads	Hout Bay	Comp.Bel	Retreat	Vryburg
Culemborg	Hugenot	Mfuleni	Richmond	
Danielskuil	Jan Kempdorp	Milnerton	Riebeeck Kasteel	
Darling	Joubertina	Mitchells Plein	Riebeeck West	

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Warrenton
Wellington
Westlake
Williston
Wolseley
Woodstock
Worcester
Wynberg
Ysterplaat
Zonnebloem
Zweletemba

NOTE: The above- mentioned list of centres may be expanded according to the demand for extended delivery services, or reduced should delivery to a particular centre no longer be required.

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**PROVINCIAL GOVERNMENT OF THE WESTERN CAPE
DEPARTMENT OF HEALTH AND WELLNESS**

ARV DEPOT

BID WCGHSC0310/2021: COURIER SERVICES

SECTION 8:

AREAS TO AND FROM WHICH DELIVERIES ARE TO BE UNDERTAKEN

Metro	Boland/Overberg	Westcoast/Wineland s	Garden Route/Karoo
Red Cross	Eben Donges	Paarl (TC Newman)	George
Groote Schuur	Grabouw	Vredenburg	Beaufort West
Tygerberg	Hermanus	Vredendal	Mosselbay
GF Jooste	Robertson	Stellenbosch	Knysna
Hottentots Holland	Ceres	Malmesbury	Plettenberg Bay
Victoria	Swellendam		
Karl Bremer			
Somerset			
Gugulethu			
Khayelitsha Site B			
Michael Mapongwana			
Nolungile			
Mitchells Plain			
Langa			
Hout Bay			
Masipumelelo			
Eerste River		<div style="border: 1px solid black; padding: 5px; text-align: center;"> WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 14 JULY 2023 1)..... 2) SIGNED SIGNED </div>	
False Bay			
Westfleur			
Kraaifontein			
Ikwezi			
Crossroads			
Blaauwberg			
Elsies River			
Retreat			
Robbie Nurock			
Athlone			
Khayelitsha Additional site			

NOTE: The above-mentioned list of centres may be expanded according to the demand for extended delivery services, or reduced should delivery to a particular centre no longer be required.

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

PRICING SCHEDULE

Please take Note:

1. Only bidders who bid for both sections 1 & 2 will be considered.
2. Prices must be a fixed price for a 12-month period.
3. After every 12 months the average Stats SA CPI for the last 3 months of the preceding 12 months will be accepted as a price increase.

Section 1: Courier service for the CMD, ARV Depot at 16 Chiappini Street and the WCHW at the Tygerberg Hospital Premises	BID PRICE IN SA CURRENCY BID PRICE MUST BE ALL INCLUSIVE INCLUDING VAT
<p>Emergency parcel delivery as per fixed all-inclusive bid price.</p> <p>Goods must be delivered as an emergency on the same day of collection in accordance with Section / Paragraph 3.3 of the specification.</p> <p>NOTE</p> <ul style="list-style-type: none"> • The CMD, ARV depot and the WCHW reserves the right to utilise its own transport to deliver goods. • Liability costs, VAT and fuel surcharges to be included in price. • There will be an annual price adjustment on the anniversary of the contract based on the average published Consumer Price Index rate in the previous 12 months, and to be agreed upon with the Department. <p>The questionnaire hereunder must be completed in full by replying to each and every question.</p> <p>1. Is offer strictly to specification?</p> <p>.....</p> <p>2. If not to specification, state deviation.</p> <p>.....</p> <p>3. Confirm registration on the Central Supplier Database (CSD)</p> <p>.....</p> <div data-bbox="97 1738 525 1951" style="border: 1px solid black; padding: 5px; margin-top: 20px;"> <p>WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>14 JULY 2023</p> <p>1)..... 2)..... SIGNED SIGNED</p> </div>	<p>Fixed all-inclusive cost: (Irrespective of distance)</p> <p>Up to 5 kg</p> <p>R...../kg</p> <p>- Price per kilogram thereafter</p> <p>- R...../kg</p>

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

Same day delivery as per the scheduled fixed delivery day of the facility at fixed all-inclusive bid price.

Goods must be delivered on the same day as per the scheduled fixed delivery day of the facility This service applies to a normal working week (Monday – Friday)

NOTE

- The CMD, ARV depot and the WCHW reserves the right to utilise its own transport to deliver goods.
- Liability costs, VAT and fuel surcharges to be included in price.
- There will be an annual price adjustment on the anniversary of the contract based on the average published Consumer Price Index rate in the previous 12 months, and to be agreed upon with the Department.

The questionnaire hereunder must be completed in full by replying to each and every question.

1. Is offer strictly to specification?

.....

2. If not to specification, state deviation.

.....

3. Confirm registration on the Central Supplier Database (CSD)

.....

**Fixed all-inclusive cost:
(Irrespective of distance)**

Up to 5 kg

R _____/kg

- **Price per kilogram thereafter**

- R _____/kg

**WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING**

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Cold chain items delivery, delivery as per fixed all-inclusive bid price.

Goods must be delivered on the same day as per the scheduled fixed delivery day of the facility and under the specification stipulated in paragraph / section 3.3 and paragraph / section 5.5 of the specification.

NOTE

- The CMD, ARV depot and the WCHW reserves the right to utilise its own transport to deliver goods.
- Liability costs, VAT and fuel surcharges to be included in price.
- There will be an annual price adjustment on the anniversary of the contract based on the average published Consumer Price Index rate in the previous 12 months, and to be agreed upon with the Department.

The questionnaire hereunder must be completed in full by replying to each and every question.

1. Is offer strictly to specification?

.....

2. If not to specification, state deviation.

.....

**Fixed all-inclusive cost:
(Irrespective of distance)**

Up to 5 kg

R _____/kg

- **Price per kilogram thereafter**

- R _____/kg

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please report it by calling the National Hotline at 0800 701 701.***

3. Confirm registration on the Central Supplier Database (CSD)	
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Section 2: Courier service for the Oudtshoorn Medical Depot situated at the Oudtshoorn Hospital Premises, Park Road, Oudtshoorn	BID PRICE IN SA CURRENCY BID PRICE MUST BE ALL INCLUSIVE INCLUDING VAT
Emergency parcel delivery as per fixed all-inclusive bid price. Goods must be delivered as an emergency on the same day of collection in accordance with Section / Paragraph 3.3 of the specification. NOTE <ul style="list-style-type: none"> The OMD reserves the right to utilise its own transport to deliver goods. Liability costs, VAT and fuel surcharges to be included in price. There will be an annual price adjustment on the anniversary of the contract based on the average published Consumer Price Index rate in the previous 12 months, and to be agreed upon with the Department. The questionnaire hereunder must be completed in full by replying to each and every question. 1. Is offer strictly to specification? 2. If not to specification, state deviation. 3. Confirm registration on the Central Supplier Database (CSD)	Fixed all-inclusive cost: (Irrespective of distance) Up to 5 kg R...../kg - Price per kilogram thereafter - R...../kg
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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701.

Same day delivery as per the scheduled fixed delivery day of the facility at fixed all-inclusive bid price.

Goods must be delivered on the same day as per the scheduled fixed delivery day of the facility. This service applies to a normal working week (Monday – Friday)

NOTE

- The OMD reserves the right to utilise its own transport to deliver goods.
- Liability costs, VAT and fuel surcharges to be included in price.
- There will be an annual price adjustment on the anniversary of the contract based on the average published Consumer Price Index rate in the previous 12 months, and to be agreed upon with the Department.

The questionnaire hereunder must be completed in full by replying to each and every question.

1. Is offer strictly to specification?

.....

2. If not to specification, state deviation.

.....

3. Confirm registration on the Central Supplier Database (CSD)

.....

**Fixed all-inclusive cost:
(Irrespective of distance)**

Up to 5 kg

R _____/kg

- **Price per kilogram thereafter**

- R _____/kg

Cold chain delivery, delivery as per fixed all-inclusive bid price.

Goods must be delivered on the same day as per the scheduled fixed delivery day of the facility and under the specification stipulated in paragraph / section 3.3 and paragraph / section 5.5 of the specification.

NOTE

- The OMD reserves the right to utilise its own transport to deliver goods.
- Liability costs, VAT and fuel surcharges to be included in price.
- There will be an annual price adjustment on the anniversary of the contract based on the average published Consumer Price Index rate in the previous 12 months, and to be agreed upon with the Department.

The questionnaire hereunder must be completed in full by replying to each and every question.

1. Is offer strictly to specification?

.....

**Fixed all-inclusive cost:
(Irrespective of distance)**

Up to 5 kg

R _____/kg

- **Price per kilogram thereafter**

- R _____/kg

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please report it by calling the National Hotline at 0800 701 701.***

<p>2. If not to specification, state deviation.</p> <p>.....</p> <p>3. Confirm registration on the Central Supplier Database (CSD)</p> <p>.....</p>	
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WESTERN CAPE GOVERNMENT

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

1. To give effect to the requirements of the following legislative framework -
 - (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
 - (ii) Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices(SBD8),
 - (iii) Instruction Note: Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management: Declaration of Interest (SBD4),
 - (iv) Practice note 7 of 2009/10 (WCBD4 Declaration of Interest),
 - (v) Practice Note 2010: Prohibition of Restrictive practices (SBD9),
 - (vi) Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended, together with its associated regulations,
 - (vii) Act No 12 of 2004: Prevention and Combating of Corrupt Activities, and regulations pertaining to the tender defaulters register, and
 - (viii) Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Western Cape Government via the electronic Procurement Solution (ePS) must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WSCSEB).
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) 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 combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“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;

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“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, applies or bids for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage, 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, 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;

“RWOPS”/“RWOEE” means -

Remunerative Work Outside the Public Service or Remunerative Work Outside 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/she cohabits and who is publicly acknowledged by the person as his/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 were conducting business with an organ of state should either have -
 - (i) resigned as an employee of the government institution;
 - (ii) ceased conducting business with an organ of state; or
 - (iii) resigned 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/offers in response to this invitation to bid. In view of possible conflict of interest, should 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.

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6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4(1)(b)(iii) of the 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 prohibition *pe se*, meaning that it cannot be justified on any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and 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; or
 - (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 –
 - (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 39 of the Competition Act No 89 of 1998; and/or
 - (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
 - (c) 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.

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SECTION A: DETAILS OF THE ENTITY

A1.	CSD Registration number	MAAA _____
A2.	Name of the entity	
A3.	Entity registration number (where applicable)	
A4.	Entity type	
A5.	Tax reference number	
A6.	Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity, should be disclosed in the Table A below.	

TABLE A

[illegible]

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

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

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

C1.	Did the entity conduct business with an organ of state in the last 12 months? (If yes, complete Table C)	NO	YES
------------	---	----	-----

TABLE C

Complete the table below to the maximum of the last 3 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPT/ PROVINCIAL ENTITY	TYPE OF SERVICE OR COMMODITY	CONTRACT/ ORDER NO	CONTRACT PERIOD	CONTRACT VALUE

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? (To access this Register enter National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 3443.)	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
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 3 years in a court of law (including a court outside the Republic of South Africa)?	NO	YES

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SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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) that the entity undertakes to arrive independently 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 I asked the deponent the following questions and wrote down his/her answers in his/her presence before administering the oath/affirmation:

1.1 Do you know and understand the contents of the declaration?

ANSWER: _____

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

ANSWER: _____

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

ANSWER: _____

1.4 Do you want to make an affirmation?

ANSWER: _____

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

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SIGNATURE

Commissioner of Oaths

FULL NAMES

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

Date: _____

Place _____

Business Address: _____

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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

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

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1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering; **(Therefore in the context of the 2017 regulations “bidder” and “tenderer” have the same meaning)**
- 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, skills 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

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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 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;

1.13 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;

1.14 **“non-firm prices”** means all prices other than “firm” prices;

1.15 **“person”** includes a juristic person;

1.16 **“price”** includes all applicable taxes less all unconditional discounts;

1.17 **“proof of B-BBEE status level contributor”** means-

- (a) The B-BBEE status level certificate issued by an authorized body or person;
- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

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

1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

1.20 **“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;

1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2017;

1.23 **“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;

1.24 **“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

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- 1.25 **“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 R 50 000 000 (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 thepreferential point system shall be applicable; or

(b) Either the 80/20 or 90/10 preferential point system will be applicable to this tender
(Delete whichever is not applicable to this tender).

2.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution

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

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to regulation 11 of the Regulations, 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 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest –points for functionality.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left| 1 - \frac{P_t - P_{min}}{P_t} \right|$$

or

$$P_s = 90 \left| 1 - \frac{P_t - P_{min}}{P_t} \right|$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

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

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

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6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

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- (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. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/ entity:

9.2 VAT registration number:

9.3 Company Registration number:

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

- (a) **The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.**
- (b) **As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:**
 - (i) **misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;**
 - (ii) **provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act.**
 - (iii) **provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or**
 - (iv) **engages in a fronting practice.**
- (c) **If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.**
- (d) **Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% 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;**

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- (ii) *recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;*
- (iii) *cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and*
- (iv) *forward the matter for criminal prosecution.*

(g) The information furnished is true and correct.

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

100% Black owned	Level One (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 and 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

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14 JULY 2023**

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

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NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

2. Application

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or

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- 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

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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:

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- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of

shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

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If you have any queries, please contact the Supplier Helpdesk at 0800 701 701.	Inclusive actions in the Institution, Hotline at 0800 701 701.
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- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the

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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.

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- 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:

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- (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

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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.

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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,

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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33. National Industrial Participation (NIP) Programme

- 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.

34 Prohibition of Restrictive practices

- 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.
- 34.1 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.

Js General Conditions of Contract (revised July 2010)

WESTERN CAPE GOVERNMENT HEALTH	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
14 JULY 2023	
1).....	2)
SIGNED	SIGNED

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