

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

BID NUMBER: **WCGHGC0326/1/2024** CLOSING DATE: **FRIDAY, 10 MAY 2024** CLOSING TIME: **11:00AM**

SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

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

**BID DOCUMENTS MUST BE DEPOSITED
IN THE BID BOX MARKED
DEPARTMENT OF HEALTH SITUATED IN:**

Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 4 pm (excluding public holidays).

1. 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 Department's bid box, please call the responsible official, Mr Johan Van Wyk for assistance during office hours.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects may invalidate the bid. 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 that indicated on the envelope.

3. IMPORTANT NOTICE:

Bidders are also required to download the Excel spreadsheet included on E-Tender and complete all pricing and the information requested in the WCBD 3.2 pricing schedules on the Excel spreadsheet. Please ensure that all information on the Excel spreadsheet corresponds with the information provided in the WCBD 3.1 pricing schedules. Do not amend the Excel spreadsheet. **The completed Excel spreadsheet must be included on a memory stick with your bid document to reach the SCM office before 11:00 on the bid closing date. Bids not complying to this requirement will not be considered.**

4. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **It is unclear which preferential points system will be applicable and therefore either the 80:20 or 90:10 Preferential Procurement Points System will apply, and the lowest acceptable bid will be used to determine the applicable preferential points system. Please complete form WCBD 6.1.**
5. **All Bidders must be duly registered on the Central Supplier Database (CSD, national) at the time of bid closing.**

www.westerncape.gov.za

Department of Health | Sub-Directorate: Goods and Services Sourcing
Room 138, SCM Offices on premises of Karl Bremer Hospital
C/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 - 05- 10

1).....
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2).....
SIGNED

6. All prospective **unregistered Bidders** must register as a supplier on the **Central Supplier Database**.

	Central Supplier Database
Self-registration	www.csd.gov.za (self-registration only)
Contact telephone	021 483 0582

7. All bidders already registered on the CSD should ensure that their status is up to date by contacting the www.csd.gov.za (for CSD). All Bidders should have confirmation of their registration prior to bidding.

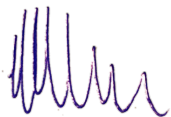
8. Bidders who are not duly registered on the CSD at the time of bid closing, or whose registration has been suspended, will be deemed non-compliant and their bids will not be considered.

9. In instances where the 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 in order for the bid to be considered.

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

11. Please refer all technical/specification enquiries to the officials mentioned under **Evaluating Institutions, page 13**.

PLEASE NOTE: THE DATE STAMP ON PAGES ARE NOT TO BE COMPLETED AND FOR OFFICIAL USE ONLY.



C Munnik

pp HEAD OF DEPARTMENT

DATE: 12/03/2024

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
2024 - 05- 10	
1)..... SIGNED	2)..... SIGNED

PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	WCGHGC0326/1/2024	CLOSING DATE:	10 MAY 2024	CLOSING TIME:	11H00 AM
DESCRIPTION	SUPPLEMENTARY BID FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD				

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

Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays).

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Mr Johan Van Wyk	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	Refer to officials mentioned under Evaluating Institutions, page 13.
TELEPHONE NUMBER	021 834 9007	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Johannes.VanWyk2@westerncape.gov.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00

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1).....
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SIGNED

SUPPLIER COMPLIANCE STATUS	WCSD REGISTRATION NO.		AND	CSD 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 THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[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 TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 B:3]
---	--	---	---

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

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DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 EFILING) 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 / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
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SPECIAL CONDITIONS

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

THIS BID IS DUE AT **11:00 ON 10 MAY 2024**

120 DAY VALIDITY PERIOD EXPIRES ON **10 SEPTEMBER 2024 (Validity will be extended, if required)**

1. DELIVERY LOCATIONS

1.1 Goods **are required for delivery into the stores of institutions and/or the Western Cape Health Warehouse** under the control of Western Cape Government Department of Health and Wellness (please see the attached list) in such quantities as may be ordered from time to time. It is essential that sufficient stock be on hand.

1.2 The Western Cape Health Warehouse **is situated on Tygerberg Hospital premises**. All items with CMD catalogue numbers must be delivered to this physical address.

2. MANUFACTURE/SUPPLY AGREEMENT

2.1 If you are not the manufacturer of the product(s) offered for this bid, please provide written proof from your supplier(s)/manufacturer(s) that they have no objection to you offering their product(s) against this bid, and that if you are awarded this bid, they will continue to supply this product to you to enable you to comply with your contractual obligations towards the Department of Health for the period indicated in the bid document.

3. CLINICAL EVALUATION OF SAMPLES

3.1 Bidders must ensure that all the relevant evaluating hospitals indicated further on in the "Important Notice" are provided with sufficient samples of ALL the products offered, as specified for each item, including those currently available on contract(s) and/or in use at institutions, BEFORE the closing date and hour of this bid.

3.2 Under no circumstances will samples be accepted at any of the evaluating institutions after the closing date and hour of this bid.

3.3 It is also the bidder's responsibility to provide written proof that samples of each product offered in terms of this bid was delivered to the aforementioned hospitals/institutions. This shall consist of a document with the name of the designated institution, **a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, the signature of the representative who delivered the samples** and the signature of the nursing liaison or the official receiving the samples. This document must be included in bid documents.

3.4 For the purpose of this bid **no products will be evaluated** at the Institutions indicated in the "Important Notice"

* If the evaluation report/form **does not contain all its pages including Section A,**

* If the evaluation report/form is **supplied without samples for clinical trials,**

* If the **incorrect sample is supplied against the incorrect evaluation form,**

* If **each item/sub-item is not accompanied by a separate evaluation form,** and/or

* If **products are incorrectly labelled/not labelled** or reflect **incorrect supplier catalogue numbers.**

* If **no list of samples provided are included when the samples is delivered to the institution.**

* If **a Material Safety Data Sheet is not included with appropriate samples.**

3.5 **No representative samples will be accepted for evaluation.** Please provide a sample for each item/sub-item for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies perform as required under trial conditions. **Each item/sub-item must be accompanied by a separate evaluation form.**

3.6 Bidders must further ensure that sufficient samples are available on request at short notice after the bid closing

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for testing purposes, if so requested by the Department/institutions, please.

- 3.7 The offers of bidders who are unable to comply with paragraph 3.1 to 3.5 with regard to the supply of samples will be disregarded.
- 3.8 Each individual sample of an item offered must be marked with the **bid number, item number and the bidder's name and address** in clear, legible print of a reasonable size. An individual evaluation report form for each sample MUST BE ATTACHED TO THE SAMPLE, please, and must not be supplied separately in a box or envelope.
- 3.9 **Samples of successful bidders will be retained for the full contract period.**
- 3.10 **Unsuccessful bidders must collect their samples within two weeks of the notification of the award.** Samples not collected within this period will be disposed of or destroyed.
- 3.11 **As all offers are considered *sub judice* until a contract is concluded, no information about clinical evaluations may be disclosed and no discussion about results will be undertaken by the Department before finalization of the contract.**

4. PACKAGING OF PRODUCTS FOR BID AND CONTRACT PURPOSES

4.1 In respect of goods provided for bid purposes as well as goods provided for contract purposes, each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton, where applicable:

- * Name of the manufacturer/supplier
- * Item name
- * Item code
- * Date of manufacture
- * Product expiry date
- * Batch/lot number
- * Date of sterilisation
- * Expiry date of sterilisation
- * Method of sterilisation, e.g., ETO, steam, etc.

4.2 If your bid has been successful and you have concluded a contract with the Department for goods of which you are the supplier/distributor but not the manufacturer, products destined for delivery shall be marked with your own details on a separate label, which must read "contractor's details" and must comprise your company name, address and contact details, both on the inner and outer packaging.

5. TESTING AND INSPECTION

5.1 Where testing and/or inspection by a testing organization are a condition of bid, paragraph 8 of the General Conditions of Contract will apply.

6. HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES

6.1 Bidders must comply in terms of the Occupational Health and Safety Act, 1993 and Hazardous Chemical Substances Regulations, 1995, section 9A which stipulates the following:

1) *Subject to section 10(3) of the Act, every person who manufactures, imports, sells or supplies any hazardous chemical substance for use at work, shall, as far as is reasonably practicable, provide the person receiving such substance, free of charge, with a material safety data sheet in the form of Annexure 1, containing all the information as contemplated in either ISO 11014 or ANSIZ400.1.1993 with regard to-*

- a) *product and company identification;*
- b) *composition/information on ingredients;*
- c) *hazards identification;*
- d) *first-aid measures;*
- e) *fire-fighting measures;*
- f) *accidental release measures;*
- g) *handling and storage;*
- h) *exposure control/personal protection;*

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- i) physical and chemical properties;
- j) stability and reactivity;
- k) toxicological information;
- l) ecological information;
- m) disposal considerations;
- n) transport information;
- o) regulatory information; and
- p) other information.

Provided that, where it is not reasonably practicable to provide a material safety data sheet, the manufacturer, importer, seller or supplier shall supply the receiver of any hazardous chemical substance with sufficient information to enable the user to take the necessary measures as regards the protection of health and safety.

- 2) Every employer who uses any hazardous chemical substance at work, shall be in possession of a copy of Annexure 8 or a copy of sufficient information, as contemplated in sub regulation (1).
- 3) Every employer shall make Annexure 8 or sufficient information, as contemplated in sub regulation (1), available at the request of any interested or affected person.

7. DELIVERY

7.1 Products shall be delivered within 21 days of receipt of the first order and thereafter ex stock, 48-72 hours.
 This means that the contractor must deliver within 21 days after receipt of the first order from hospitals and/or the Cape Medical Depot and within 48 to 72 hours after receiving subsequent orders. The supplier shall ensure the integrity of the goods while in transit.

7.2 Bidders will be obliged to deliver stock in accordance with the Department's delivery conditions in the WCBD 3.1 (bid specification) and paragraph 7.1 above. A written indication to this effect is required from bidders in the questionnaire following each bid specification. Failure to comply with this requirement will invalidate your offer. In this regard you are referred to Provincial Treasury Practice Note 6, which states:

- (i) *It often happens that bidders, in contrast with the special conditions stipulated in the bid document, set their own conditions, which might contradict or be in conflict with the bid conditions. When it is in the interest of the Department to accept such conditions, and insofar as these conditions do not prejudice other bidders, recommendations for its acceptance may be made to the person executing his delegated power.*
- (ii) *However, where it is not in the interest of the Department to accept same, or prejudicial to other bidders, the bidder may be requested to renounce/withdraw these conditions if the condition is of such a nature that it is materially unacceptable, the bid may be invalidated. In this instance the bidder must be informed in clear terms of the consequence should he fail to adhere to the abovementioned request."*

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

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

Delivery rate per week

Delivery rate per month

8. ORDERING RESTRICTIONS

8.1 **Institutions shall not be restricted to minimum quantity orders.**

9. QUANTITIES

9.1 **The quantities reflected in the bid forms are quantities specified but not guaranteed and will be determined solely by the requirements of hospitals.**

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10. **STATEMENT OF SUPPLIES AND SERVICES**

10.1 Contractors must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute enquiries at the expense of the contractor to obtain the required particulars.

11. **CLINICAL EVIDENCE**

11.1 The Department reserves the right to request clinical evidence of any product or medical device if and when required.

11.2 Bidders/contractors must ensure that these documents are readily available upon request by the Department of Health and Wellness's Head Office. Failure to produce these documents will invalidate your bid/contract.

12. **PRICES**

12.1 All prices quoted must include free delivery to the various stores as indicated in paragraph 1 above.

12.2 **Bid prices shall be quoted nett and VAT INCLUSIVE.** Bidders intending to quote a price less a discount must deduct the discount and then insert the nett bid price in the space provided. Bidders, who are prepared to offer a special discount on individual orders in respect of certain items, should complete the following schedule, please:

Discount on individual orders of:

R1 000 – R5 000 in value%

Over R5 000 – R10 000 in value%

Over R10 000 in value%

FIRM PRICES

12.3 Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not firm.

12.4 Different bid price structures for various periods during the contract period, which are subject to fluctuation, will not be considered.

13. **PAYMENT**

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

13.2 Payment shall be **30 days from receipt of invoice.**

14. **NEGOTIATIONS**

14.1 The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding *inter alia* price revisions, increases and service delivery should it be deemed necessary.

15. **GENERAL**

15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health and Wellness. The Western Cape Department of Health and Wellness reserves the right, in its sole discretion:

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 – 05- 10	
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- 15.2 **To withdraw** any services from the bid process, **to terminate** any party's participation in the bid process or **to accept or reject** any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,
- 15.3 **To amend** the bid process, closing date or any other date at its sole discretion,
- 15.4 **To cancel** the bid or any part of the bid before the bid has been awarded,
- 15.5 **Not to accept** the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,
- 15.6 **Not to award** the bid to the highest points or lowest price,
- 15.7 **To reject** all responses submitted and to embark on a new bid process.

16. **COMPLIANCE FOR QUALITY**

16.1 Random samples will be collected from various institutions to conduct quality compliance testing throughout the contract period.

17. **CONTACT DETAILS**

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

Name:	Designation:
Telephone no with area code:	Fax no:
Cell phone no:	Email:

18. **ENVIRONMENTALLY FRIENDLY "GREEN" PRODUCTS**

18.1 Aligning to the transversal provincial interest in Sustainable Public Procurement, the Department of Health and Wellness is implementing procurement practices that are more sustainable in considering the environmental, social and economic impacts of its procurement. It intends to set an example in promoting environmentally and climate change-responsible cleaning goods and services and eliminating unnecessary waste and resource consumption.

Towards this aim, the Department is shifting away from traditional cleaning products with known harmful components to environmental and human health and is starting to incorporate alternatives that are less harmful to environmental and human health and of reduced environmental pollution impact. Such products are either biodegradable, biologically based or biologically enhanced cleaning and degreasing products, and may be free of high concentrations of volatile organic compounds. The support for Sustainable Public Procurement is also implemented through procuring alternatives to plastic and plastic products.

Bidders are therefore encouraged to offer such "green" alternatives for some of the items required. Bidders are furthermore encouraged to support their choices of "green" alternatives with the necessary information (i.e., % recyclable material, chemical components break-down, biodegradability information) from credible and verifiable sources and or accreditation where applicable or available. Bidders should also be mindful of packaging (type and quantity used) and the opportunities for recycling or refilling, where appropriate to the Department's standards.

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DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
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LIST OF HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR THE PURPOSE OF THIS BID

Alan Blyth Hospital Private Bag X214 LADISMITH 6655	Brewelskloof Hospital Private Bag X3044 WORCESTER 6850	Brooklyn Chest Hospital Private Bag X2 YSTERPLAAT 7425
Western Cape Health Warehouse On premises of Tygerberg Hospital Parow	Clanwilliam Hospital Ou Kaapse weg CLANWILLIAM 8135	Harry Comay Hospital P.O. Box 3737 GEORGE 6536
Worcester Hospital Private Bag X3058 WORCESTER 6849	False Bay Hospital 17 th Avenue FISH HOEK 7975	DP Marais Hospital c/o White and Main Road RETREAT 7945
Groote Schuur Hospital OBSERVATORY 7937	Helderberg Hospital Private Bag X2 SOMERSET-WEST 7129	Karl Bremer Hospital Private Bag X1 KARL BREMER 7531
Lentegeur Hospital Private Bag MITCHELLS PLAIN 7789	Mowbray Maternity Hospital Private Bag MOWBRAY 7705	Otto du Plessis Hospital Private Bag X10 BREDASDORP 7280
Beaufort West Hospital Private Bag 504 BEAUFORT WEST 6970	Caledon Hospital Private Bag X025 CALEDON 7230	Ceres Hospital Private Bag X54 CERES 6835
George Hospital Private Bag X6534 GEORGE 6530	Somerset Hospital Private Bag GREEN POINT 8051	Hermanus Hospital Private Bag X02 HERMANUS 7200
Knysna Hospital Private Bag X015 KNYSNA 6570	Montagu Hospital Private Bag X11 MONTAGU 6720	Mossel Bay Hospital Private Bag X34 MOSSEL BAY 6500
Oudtshoorn Hospital Private Bag X609 OUDTSHOORN 6620	Paarl Hospital Private Bag X3012 PAARL 7620	Riversdale Hospital Private Bag X421 RIVERSDALE 6670
Robertson Hospital Private Bag X617 ROBERTSON 6705	Stellenbosch Hospital Private Bag X5027 STELLENBOSCH 7599	Swellendam Hospital Private Bag 7 SWELLENDAM 6740
Vredenburg Hospital Private Bag X3 VREDENBURG 7380	Vredendal Hospital Private Bag X21 VREDENDAL 8160	Red Cross Children's War Memorial Hospital Private Bag RONDEBOSCH 7700
Stikland Hospital Private Bag X3 BELLVILLE 7535	Swartland Hospital Private Bag X2 MALMESBURY 7299	Tygerberg Hospital Private Bag X3 TYGERBERG 7505
Valkenberg Hospital Private Bag X1 OBSERVATORY 7935	Victoria Hospital Private Bag X2 PLUMSTEAD 7801	Wesfleur Hospital Private Bag ATLANTIS 7349
Khayelitsha Hospital Walter Sisulu Drive & Steve Biko Drive KHAYELITSHA 7784	Alexandra Hospital Cnr Alexandra & Annex Roads MAITLAND 7405	Citrusdal Hospital Vrede Street CITRUSDAL 7340

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024-05-10

1).....
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SIGNED

Eerste River Hospital Humbolt Avenue Prem Gardens EERSTE RIVER 7100	Forensic Pathology Services Francie Van Zyl Drive TYGERBERG 7505	Laingsburg Hospital Voortrekker Street LAINGSBURG 6900
Malmesbury Infectious Decease Hospital PG Nielsen Street MALMESBURY 7300	Mitchells Plain Hospital 8 AZ Burman Street LENTEGEUR 7786	Murraysburg Hospital Graaff-Reinet Street BEAUFORT WEST 6995
Prins Albert Hospital Lower Market Street PRINS ALBERT 6930	Radie Kotze Hospital Main Road PICKETBERG 7320	Sonstraal Hospital Meaker Street MALMESBURY 7300
Uniondale Hospital Hospital Street UNIONDALE 6460	Western Cape Rehabilitation Centre Highlands Drive Lentegeur MITCHELLS PLAIN 7785	Tygerberg Laundry Francie van Zyl Drive BELLVILLE 7505
Lentegeur Laundry c/o Highlands & AZ Berman Drive MITCHELL'S PLAIN 7785		

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

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2).....
SIGNED

IMPORTANT NOTICE

It is the responsibility of bidders to ensure that their products are known to the following evaluating institutions below. **No late samples will be considered under any circumstances and offers corresponding with late samples will be disregarded summarily. Similarly, representative samples will not be accepted under any circumstances.**

Note: **Please** ensure that samples are labelled with the bidder's name and the bid and item number.

Bidders must complete Section A of the attached evaluation form and submit it along with Sections B and C and their samples to the evaluation institutions.

One copy of the attached form should accompany the samples of each item for which a bid was submitted. Samples submitted without an evaluation form **will not be considered**.

Samples must be submitted for evaluation prior to the closing date of this bid. Failure to comply with this request will invalidate an offer.

EVALUATING INSTITUTIONS	
<p>Groote Schuur Hospital Main Road OBSERVATORY</p> <p><u>For attention:</u> Sylvia Dhayalan-Nair Management Suite G52-Old Main Building Tel. (021) 404 2067 Fax (021) 404 6256 E-mail address: Sylvia.Dhayalan-Nair@westerncape.gov.za</p>	<p>Tygerberg Hospital Francie van Zijl Drive PAROW</p> <p><u>For attention:</u> Louise Solomons Room 50, Ground floor (East – red avenue), Entrance 2 Tel. (021) 938-4938 Fax (021) 938-4782 E-mail address: Louise.Solomons@westerncape.gov.za</p>
<p>Worcester Hospital Murray Street WORCESTER</p> <p><u>For attention:</u> Sandra Nieuwoudt 1st floor – Administration section Tel: 023 348 6455 Fax: 086 634 6649 Epos: Sandra.Nieuwoudt@westerncape.gov.za</p>	<p>Red Cross Children's Hospital Klipfontein Road RONDEBOSCH</p> <p><u>For attention:</u> Charelle-Dene Castles Admin building Room 4, Ground Floor Tel. (021) 658-5780 Fax (021) 658-5045 E-mail address: Charelle-Dene.Castles@westerncape.gov.za</p>
<p>Brooklyn Chest Hospital, Stanberry Road, Ysterplaat, Supply Chain Department, Main Store, Delivery Department.</p> <p><u>For attention:</u> Antoinette Sherry Tel: 021 202 0937 E-mail: Antoinette.Sherry@westerncape.gov.za</p>	<p>Emergency Medical Services: Supply Chain Department U2 Building, ground floor of Tygerberg Hospital, Francie van Zijl drive, Parow.</p> <p><u>For attention:</u> Selica Overmeyer Tel: 021 9386762 Email: Selica.Overmeyer@westerncape.gov.za</p>

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
2024 – 05- 10	
1).....	2).....
SIGNED	SIGNED

Bidders must complete Section A of the attached evaluation form and submit it along with Sections B and C and their samples to the above hospitals. One copy of the attached form should accompany the samples of each item for which a bid was submitted. Samples sent to these hospitals without an evaluation form **will not be considered and if not completed will not be considered. Samples must be forwarded to these hospitals for evaluation prior to the closing date of this bid. Failure to comply with this request will invalidate an offer.**

DEPARTMENT OF HEALTH

INSTRUCTIONS TO BIDDERS REGARDING EVALUATION FORMS

Please read the following instructions carefully before sending samples to the evaluating institution for trials:

1. **This is a legal document and the only evaluation form that will be considered for the adjudication and awarding of bids. Failure to complete evaluation forms correctly and in full will invalidate your product evaluation.**

2.1 Samples must reach the evaluating institution before or on (not later than) **the date and hour the bid closes** to enable staff to complete evaluations on time.

2.2 Samples shall be provided to the designated institutions indicated for each item in the specification (**WCBD 3.1 forms**).

2.3 The number of samples for each item that shall be provided to designated institution for evaluation is indicated on the WCBD 3.1 forms, and the contact person at the institution listed in the "Important Notice". **Please ensure that an appointment is made with the contact person at the institution before delivering samples for evaluation.**

2.4 Each sample **MUST BE MARKED INDIVIDUALLY with a label/sticker in clear, legible print of a reasonable size attached to the sample, either directly or on the outer packaging (not on the outside of poly bags or zip seal bags), on which THE BID AND ITEM NUMBER AND THE BIDDER'S NAME AND ADDRESS must appear, please.**

2.5 **NO representative samples** will be accepted for evaluation. Please provide a sample for each item for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies perform as required under trial conditions.

3. It is the bidder's responsibility to provide written proof that samples of each product offered in terms of this bid was delivered to the evaluating institution. This shall consist of a document with the name of the institution, a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, **the signature of the representative who delivered the samples and the signature of the official receiving the samples.** This document must be included in bid documents submitted before the closing date and hour of the bid. **Please DO NOT copy the first page of the attached evaluation report and complete the details for the sample and the institution to which it was submitted yourself** – this is not acceptable.

4. Any enquiries regarding the evaluation form must be directed to:

Johan van Wyk
Telephone no. : 021 834 9007
E-mail : Johannes.VanWyk2@westerncape.gov.za

PLEASE DETACH THIS PAGE BEFORE SENDING THE EVALUATION FORM TO THE EVALUATING INSTITUTION. ONLY SECTIONS A TO C MUST BE SUBMITTED TO THE EVALUATING INSTITUTION. PLEASE DO NOT INCLUDE THIS FORM OR THE EVALUATION REPORT/S IN YOUR BID OFFER.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
2024 – 05- 10	
1)..... SIGNED	2)..... SIGNED

EVALUATION REPORT FOR ADJUDICATION PURPOSES ONLY

APPROVAL IS GRANTED FOR COPIES OF THIS FORM (NOT BACK-TO-BACK) TO BE USED FOR EVALUATION OF PRODUCTS OFFERED AGAINST BID **WCGHGC0326/1/2024**

PLEASE NOTE

The purpose of this form is to obtain input from end-users for **adjudication purposes only**.

The completed report is **confidential** and not for the information of bidders or their representatives.

No other version of the evaluation form or report will be acceptable for adjudication purposes.

EPS purchases are not regarded as valid evaluations.

Section A shall be completed in full by the bidder or his representatives.

SECTION A

FOR COMPLETION BY BIDDER

COMPANY DETAILS

Bidder's/company name: _____

Postal address and postal code _____

Telephone no (with area code): _____ Fax no(with area code): _____

E-mail address: _____

PRODUCT DETAILS

Item number on bid: _____ Generic name (if applicable): _____

Product name/type: _____ Trade name (if applicable): _____
(eg gauze swab)

Supplier's catalogue number: _____

PLEASE PROVIDE THE NAME OF THE EVALUATING INSTITUTION WHERE SAMPLES WERE DELIVERED IN ACCORDANCE WITH THE ITEM NUMBERS IN THE SPECIFICATIONS (WCBD3.1), IN THE BOX BELOW:

Name of evaluating institution: _____ Delivery date: _____

Name & surname: _____ Tel no. (with area code) _____
(company representative)

E-mail address: _____ Cel no.: _____

Company representative's signature: _____

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

1).....
SIGNED

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SIGNED

SECTION B

FOR COMPLETION BY THE EVALUATING INSTITUTION

Critical evaluation factors for this bid. Only complete if applicable to item being evaluated.

Product dimensions (where applicable)

Is product to specification? (Please circle your option)

YES/NO

If not to specification, kindly state deviations:

Other relevant information regarding the product evaluated:

Is product acceptable for intended use?
(Please circle your option)

YES/NO

Evaluated by (print name): _____ Signature: _____

Rank: _____ Persal number: _____

Date: _____ Department: _____

Name of supervisor: _____ Signature: _____
(print please)

Persal number: _____ Date: _____

SECTION C

FOR HEAD OFFICE USE ONLY

Received by (Print name): **Mr Johan van Wyk**

Persal number : **50644301**

Signature: _____ Date: _____

Is product acceptable for intended use? (Please circle your option)

YES / NO / Inconclusive

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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SIGNED

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
1	64 800	<p>AII-PURPOSE ENVIRONMENTAL CLEANING DETERGENT, LIQUID: liquid all-purpose cleaner. Supplied in cream form in clear container ready to use. In the following volumes:</p> <p>1.1 750ml without ammonia</p> <p>1.2 1 litre without ammonia</p> <p>CONTAINER/BOTTLE: clear. With flip-top and clear, waterproof, indelible label. Top of bottle beneath cap shall have central hole, large enough for free flow of liquid, but small enough to prevent dilution or refilling with single unit plunger.</p> <p>Directions for use to be stated on label, including dilution instructions. No decanting, ready to use. No disinfectants. Biodegradable.</p> <p>Note to bidders:</p> <ol style="list-style-type: none"> 1. No constituent substance or preservative within the formulation or packaging of the product must be classified as (or release substances classified) as carcinogenic, mutagenic or toxic to reproduction. 2. No micro-plastics, fillers or bulking agents. 3. 70% of product must biodegrade within 28 days. 4. Packaging should be comprised of at least 80% recycled products. 5. No phosphates, EDTA (ethylenediamine tetraacetate), nitromusks and polycyclic musk's. 6. If fragrances are used, then manufacturers must follow the Code of Practice of the International Fragrance Association (IFRA) as a minimum. 7. Must Have a complete 16 Section Material Safety Data Sheet. 8. Should not be a disinfectant. 9. If in liquid form, the product must be expressed as cost/litre at 1xDilution. <p>Please provide 2 samples of each container size to all evaluating institutions.</p> <p>Product must comply with the following:</p> <p>Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.</p>	Year 1	Year 2	Year 3
			R..... Price per 750 ml	R..... Price per 750 ml	R..... Price per 750 ml
			R..... Price per 1 litre	R..... Price per 1 litre	R..... Price per 1 litre

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00

2024 – 05- 10

1)..... 2).....
 SIGNED SIGNED

- IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.
- A. Brand name
 - B. Product/catalogue code
 - C. Country of manufacture
 - D. Are you the manufacturer? Please circle your option. **YES/NO**
 - E. Does the offer comply with specification? Please circle your option. **YES/NO**

- F. If not to specification, please indicate deviation(s).
.....
- G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**
.....
- H. State packaging offered.
- I. Is product latex free? Please circle your option. **YES/NO**

Note: Prices to be firm for 1st, 2nd and 3rd year.
All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of Western Cape Government Health and Wellness, including the Western Cape Health Warehouse is included in this document.

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00
2024 – 05- 10

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER: BID NUMBER: **WCGHGC0326/1/2024**
 CLOSING TIME: **11:00 ON FRIDAY, 10 MAY 2024** OFFERS SHALL BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	Year 1	Year 2	Year 3
2	Unknown	SPILL KITS:	Year 1	Year 2	Year 3
2.1		BASIC SPILL KIT CONTENTS:	R..... Total price per kit	R..... Total price per kit	R..... Total price per kit
		Price per item:	Price per item:	Price per item:	Price per item:
2.1.1		<u>Container</u> 1 Plastic Wall-Mountable Plastic Case/plastic container.	R	R	R
2.1.2		Blood and body fluids – Red pathological waste plastic container with lid.	R	R	R
2.1.3		Infectious non-anatomical – Waste box (size depend on amount of spill).	R	R	R
		<u>Personal Protective Equipment (minimum)</u>			
2.1.4		• 2 pairs chemical splash goggles.	R	R	R
2.1.5		• 2 pairs chemical-resistant gloves. Silver Shield®/4H® and thick nitrile or neoprene gloves are recommended.	R	R	R
2.1.6		• 2 pairs plastic, vinyl or rubber shoe covers.	R	R	R
2.1.7		• 2 disposable aprons long length, or coveralls.	R	R	R
		<u>Contents</u>			
2.1.8		• 5 packets of sodium hypochlorite 6-gram packets (Disinfectant- dilute as per manufacturer's instruction on packets).	R	R	R
2.1.9		• Absorbent material capable of absorbing up to 5 litres of liquid or Paper Towels – quantity to be enough to contain the spill.	R	R	R
2.1.10		• 3-5 thick, heavy duty waste bags. DO NOT use red biohazard waste bags for non-biohazard spill debris.	R	R	R
		<u>Clean-up Tools and Materials</u>			
2.1.11		• Plastic scoop, dustpan, or shovel. Use plastic (polypropylene) when non-sparking tools are needed.	R	R	R
2.1.12		• Plastic broom or brush for solids (polypropylene).	R	R	R
2.1.13		• Cardboard box to hold waste bag containing spill debris.	R	R	R
2.1.14		• Sealing tape.	R	R	R
2.1.15		• Hazardous waste labels.	R	R	R
2.1.16		• Forceps or tongs for picking up broken glass or other sharps.	R	R	R
2.1.17		• Detergent or general cleaner for final clean-up.	R	R	R
		Note to bidders: Please provide 1 sample of all items to all evaluating institutions. Materials Data Safety Sheets of chemicals that will be supplied must be submitted and attach. Failure to do so will lead to the offer being non-compliant.			
			<div style="border: 1px solid black; padding: 5px;"> <p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00</p> <p>2024 – 05- 10</p> <p>1)..... SIGNED</p> <p>2)..... SIGNED</p> </div>		

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

- A. Brand name
- B. Product/catalogue code
- C. Country of manufacture
- D. Are you the manufacturer? Please circle your option. **YES/NO**
- E. Does the offer comply with specification? Please circle your option. **YES/NO**
- F. If not to specification, please indicate deviation(s).
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- G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**
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- H. State packaging offered.
- I. Is product latex free? Please circle your option. **YES/NO**

Note: Prices to be firm for 1st, 2nd and 3rd year.
All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of Western Cape Government Health and Wellness, including the Western Cape Health Warehouse is included in this document.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT												
			Year 1	Year 2	Year 3										
2.2		BIOLOGICAL SPILL KIT CONTENTS (ABSORBS ± 20 LITRES):	R..... Total price per kit	R..... Total price per kit	R..... Total price per kit										
			Price per item:	Price per item:	Price per item:										
2.2.1		- 1 x Plastic Carry Case	R	R	R										
2.2.2		- 5 x Absorbent Pads equal or similar to Chem-Vac Pads (Absorbent Pad different sizes to be used on small and large spills for a quick clean up)	R	R	R										
2.2.3		- 2 x 500G Absorbent Scatter equal or similar to Chem-Vac Scatter (Absorbent scatter to be used on bigger spill clean ups)	R	R	R										
2.2.4		- 1 x Bottle Anti-Viral / Bacterial Disinfectant or 1 x Disinfectant equal to 10 000ppm available Chlorine (Spray Bottles)	R	R	R										
2.2.5		- 2 x High Density Disposal Bags + Ties (Hazardous waste to be placed inside bag, clearly mark bag of the type of waste to be disposed. 60 + micron thickness)	R	R	R										
2.2.6		- 3 x Pairs Nitrile Gloves (PPE to be always worn before & during spill clean-up, protects the hands)	R	R	R										
2.2.7		- 2 x Anti-mist Goggles (PPE to be always worn before & during spill clean-up, protects the eyes)	R	R	R										
2.2.8		- 2 x Dust Masks (PPE to be always worn before & during spill clean-up, protects the mouth)	R	R	R										
2.2.9		- 1 x Dustpan & Brush (To be used to sweep up the absorbed scatter)	R	R	R										
2.2.10		- 1 x Bio-Hazardous Tape (Demarcate the area to create visibility to personnel of a spill & to ensure no unauthorized personnel enters the area of the spill.	R	R	R										
		<p>Note to bidders:</p> <p>Please provide 1 sample of all items to all evaluating institutions. Materials Data Safety Sheets of chemicals that will be supplied must be submitted and attach. Failure to do so will lead to the offer being non-compliant.</p>	<table border="1"> <tr> <td colspan="2">WESTERN CAPE GOVERNMENT: HEALTH</td> </tr> <tr> <td colspan="2">DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)</td> </tr> <tr> <td colspan="2">BID OPENED 11:00</td> </tr> <tr> <td colspan="2">2024 – 05- 10</td> </tr> <tr> <td>1)..... SIGNED</td> <td>2)..... SIGNED</td> </tr> </table>			WESTERN CAPE GOVERNMENT: HEALTH		DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)		BID OPENED 11:00		2024 – 05- 10		1)..... SIGNED	2)..... SIGNED
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IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

- A. Brand name
- B. Product/catalogue code
- C. Country of manufacture
- D. Are you the manufacturer? Please circle your option. **YES/NO**

E. Does the offer comply with specification? Please circle your option.

YES/NO

F. If not to specification, please indicate deviation(s).

.....
.....

G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**

.....

H. State packaging offered.

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I. Is product latex free? Please circle your option.

YES/NO

Note: Prices to be firm for 1st, 2nd and 3rd year.

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WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 – 05- 10	
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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT																																			
			Year 1	Year 2	Year 3																																	
3		<p>BAG, PRE-PACKING: polyethylene, For pre-packing. 80% Recycled, clear, linear low-density material.</p> <p>In the following approximate dimensions with a 10% tolerance on width and length only:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th>Width</th> <th>Length</th> <th>Thickness</th> </tr> </thead> <tbody> <tr><td>510 mm</td><td>280 mm</td><td>30 micros</td></tr> <tr><td>150 mm</td><td>110 mm</td><td>20 micros</td></tr> <tr><td>560 mm</td><td>610 mm</td><td>50 micros</td></tr> <tr><td>350 mm</td><td>450 mm</td><td>60 microns</td></tr> <tr><td>200 mm</td><td>250 mm</td><td>60 microns</td></tr> <tr><td>600 mm</td><td>525 mm</td><td>40 microns</td></tr> <tr><td>300 mm</td><td>300 mm</td><td>60 microns</td></tr> <tr><td>150 mm</td><td>250 mm</td><td>60 microns</td></tr> <tr><td>700mm</td><td>1000mm</td><td>60 microns</td></tr> <tr><td>400mm</td><td>600mm</td><td>60 microns</td></tr> </tbody> </table> <p>Note to bidders:</p> <p>Please provide 2 samples of each size to all evaluating institutions.</p> <p>Please submit proof of compliance in terms of the micron thickness of your product with the bid and included with samples.</p>	Width	Length	Thickness	510 mm	280 mm	30 micros	150 mm	110 mm	20 micros	560 mm	610 mm	50 micros	350 mm	450 mm	60 microns	200 mm	250 mm	60 microns	600 mm	525 mm	40 microns	300 mm	300 mm	60 microns	150 mm	250 mm	60 microns	700mm	1000mm	60 microns	400mm	600mm	60 microns			
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3.1	33 000	510 x 280	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.2	424 000	150 x 110	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.3	5 000	560 x 610	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.4	Unknown	350 x 450	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.5	Unknown	200 x 250	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.6	Unknown	600 x 525	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.7	Unknown	300 x 300	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.8	Unknown	150 x 250	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.9	Unknown	700 x 1000	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	
3.10	Unknown	400 x 600	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																	

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

- A. Brand name
- B. Product/catalogue code
- C. Country of manufacture
- D. Are you the manufacturer? Please circle your option. **YES/NO**

E. Does the offer comply with specification? Please circle your option.

YES/NO

F. If not to specification, please indicate deviation(s)

.....
.....

G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**

.....

H. State packaging offered.

.....

I. Is product latex free? Please circle your option.

YES/NO

Note: Prices to be firm for 1st, 2nd and 3rd year.

All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of Western Cape Government Health and Wellness, including the Western Cape Health Warehouse is included in this document.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 – 05- 10	
1)..... SIGNED	2)..... SIGNED

PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:

BID NUMBER: **WCGHGC0326/1/2024**

CLOSING TIME: **11:00 ON FRIDAY, 10 MAY 2024**

OFFERS SHALL BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT																																																																										
			Year 1	Year 2	Year 3																																																																								
4		<p>BAG: polyethylene. Low-density material. In the following colours and approximate dimensions with a 10% tolerance on width and length only:</p> <table border="1"> <thead> <tr> <th>Colour</th> <th>Width</th> <th>Length</th> <th>Thickness</th> </tr> </thead> <tbody> <tr> <td>Clear</td> <td>760 mm</td> <td>970 mm</td> <td>50 microns</td> </tr> <tr> <td>Green</td> <td>760 mm</td> <td>970 mm</td> <td>50 microns</td> </tr> <tr> <td>Red</td> <td>760 mm</td> <td>970 mm</td> <td>100 microns</td> </tr> <tr> <td>Yellow</td> <td>760 mm</td> <td>970 mm</td> <td>50 microns</td> </tr> <tr> <td>Red</td> <td>760 mm</td> <td>950 mm</td> <td>100 microns</td> </tr> <tr> <td>Red</td> <td>510 mm</td> <td>610 mm</td> <td>100 microns</td> </tr> <tr> <td>Red</td> <td>520 mm</td> <td>610 mm</td> <td>40 microns</td> </tr> <tr> <td>Red</td> <td>300 mm</td> <td>500 mm</td> <td>50 microns</td> </tr> <tr> <td>Black</td> <td>760 mm</td> <td>970 mm</td> <td>60 microns</td> </tr> <tr> <td>Yellow</td> <td>750 mm</td> <td>950 mm</td> <td>70 microns</td> </tr> <tr> <td>Clear</td> <td>700 mm</td> <td>1000 mm</td> <td>60 microns</td> </tr> <tr> <td>Clear - general</td> <td>400 mm</td> <td>600 mm</td> <td>60 microns</td> </tr> <tr> <td>Clear</td> <td>600 mm</td> <td>525 mm</td> <td>40 microns</td> </tr> <tr> <td>Clear</td> <td>150 mm</td> <td>250 mm</td> <td>60 microns</td> </tr> <tr> <td>Clear</td> <td>200 mm</td> <td>250 mm</td> <td>60 microns</td> </tr> <tr> <td>Clear</td> <td>400 mm</td> <td>600 mm</td> <td>60 microns</td> </tr> <tr> <td>Clear</td> <td>350 mm</td> <td>450 mm</td> <td>60 microns</td> </tr> </tbody> </table> <p>Note to bidders:</p> <p>Please provide 2 samples of each colour and size to all evaluating institutions.</p> <p>Please submit proof of compliance in terms of the micron thickness of your product with the bid and included with samples.</p>	Colour	Width	Length	Thickness	Clear	760 mm	970 mm	50 microns	Green	760 mm	970 mm	50 microns	Red	760 mm	970 mm	100 microns	Yellow	760 mm	970 mm	50 microns	Red	760 mm	950 mm	100 microns	Red	510 mm	610 mm	100 microns	Red	520 mm	610 mm	40 microns	Red	300 mm	500 mm	50 microns	Black	760 mm	970 mm	60 microns	Yellow	750 mm	950 mm	70 microns	Clear	700 mm	1000 mm	60 microns	Clear - general	400 mm	600 mm	60 microns	Clear	600 mm	525 mm	40 microns	Clear	150 mm	250 mm	60 microns	Clear	200 mm	250 mm	60 microns	Clear	400 mm	600 mm	60 microns	Clear	350 mm	450 mm	60 microns			
Colour	Width	Length	Thickness																																																																										
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4.1	90 000	Clear, 760 mm x 970 mm, 50 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																																																								
4.2	12 000	Green, 760 mm x 970 mm, 50 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																																																								
4.3	50 000	Red, 760 mm x 970 mm, 100 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000																																																																								
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WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 - 05- 10

1).....
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2).....
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4.5	4000	Red, 760 mm x 950 mm, 100 microns	R..... Price per 1000	R..... Price per 4000	R..... Price per 1000
4.6	10 000	Red, 510 mm x 610 mm, 100 microns	R..... Price per 1000	R..... Price per 10 000	R..... Price per 1000
4.7	Unknown	Red, 520 x 610 mm, 40 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.8	Unknown	Red, 300 mm x 500 mm, 50 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.9	Unknown	Black, 760 mm x 970 mm, 70 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.10	Unknown	Yellow, 750mm x 950mm, 60 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.11	Unknown	Clear, general use, 700mm x 1000mm, 60 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.12	Unknown	Clear, general use, 400mm x 600mm, 60 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.13	Unknown	Clear, 600 x 525 mm, 40 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.14	Unknown	Clear, 150 x 250, 60 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.15	Unknown	Clear, 200 x 250, 60 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.16	Unknown	Clear, 400 x 600, 60 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000
4.17	Unknown	Clear, 350 x 450, 60 microns	R..... Price per 1000	R..... Price per 1000	R..... Price per 1000

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

- A. Brand name
- B. Product/catalogue code
- C. Country of manufacture
- D. Are you the manufacturer? Please circle your option. **YES/NO**
- E. Does the offer comply with specification? Please circle your option. **YES/NO**
- F. If not to specification, please indicate deviation(s).
.....
.....
- G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**
.....
- H. State packaging offered.
- I. Is product latex free? Please circle your option. **YES/NO**

Note: Prices to be firm for 1st, 2nd and 3rd year.
All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of Western Cape Government Health and Wellness, including the Western Cape Health Warehouse is included in this document.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
5	Unknown	<p>CLING WRAP: Shrink wrap. Un-perforated. Manufactured from clear, low-density, polyethylene. Supplied in rolls. In the following approximate dimensions:</p> <p style="margin-left: 20px;">Width Length</p> <p>100 meters x 330 mm, 20 microns</p> <p>Note to bidders:</p> <p>Please provide 2 samples to all evaluating institutions.</p>	Year 1 R..... Price per each	Year 2 R..... Price per each	Year 3 R..... Price per each

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

- A. Brand name **YES/NO**
- B. Product/catalogue code **YES/NO**
- C. Country of manufacture **YES/NO**
- D. Are you the manufacturer? Please circle your option. **YES/NO**
- E. Does the offer comply with specification? Please circle your option. **YES/NO**
- F. If not to specification, please indicate deviation(s) **YES/NO**
- G. Period required for delivery (**this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions**) **YES/NO**
- H. State packaging offered. **YES/NO**
- I. Is product latex free? Please circle your option. **YES/NO**

Note: Prices to be firm for 1st, 2nd and 3rd year.
 All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of Western Cape Government Health and Wellness, including the Western Cape Health Warehouse is included in this document

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024 OF BID	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
6		SEWER AND DRAIN CLEANING CONCENTRATE:	Year 1	Year 2	Year 3
		Labelling: Indelible ink to be used to prevent defacing of all labelling on containers.			
6.1	500	1 litre plastic clear pour bottle clearly labelled.	R..... Price per 1 L	R..... Price per 1 L	R..... Price per 1 L
6.2	1000	25 litre durable plastic container which is clearly labelled.	R..... Price per 25 L	R..... Price per 25 L	R..... Price per 25 L
		Each product must have a clear label indicating the ingredients.			
		Note to bidders:			
		Please provide 2 samples of 1 liter to all evaluating institutions. Bidders do not have to provide a sample of the 25 litres but must be the same brand and Material Safety Data Sheets of both product sizes must be provided. Should the product (item 6.2) not be available in a 25 litre, the sample of the alternative product offered must have a Material Safety Data Sheet.			
		Packaging for item 6.1 is 10 per box.			
		All variations of sewer and drain cleaning agents may be offered. Example: Liquid, granules or powder.			
		Material safety data sheet and usage instructions – original or valid, certified copy must be included in your bid documents by bid closing.			
			<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="margin: 0;">WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00</p> <p style="margin: 0;">2024 – 05- 10</p> <p style="margin: 0;">1)..... 2)..... SIGNED SIGNED</p> </div>		

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

- A. Brand name.....
- B. Product/catalogue code
- C. Country of manufacture
- D. Are you the manufacturer? Please circle your option. **YES/NO**
- E. Does the offer comply with specification? Please circle your option. **YES/NO**
- F. If not to specification, please indicate deviation(s)
.....
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- G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**
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- H. State packaging offered.
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- I. Is product latex free? Please circle your option. **YES/NO**

Note: Prices to be firm for 1st, 2nd and 3rd year.

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WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024 OF BID	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
7	300	<p>GEL: Disinfectant, deodorizer. A pine odour and to be 100 % soluble in hot water. Gel to have sanitizing, cleaning and deodorizing properties. No alkali content to be present for the prevention of skin irritations.</p>	Year 1	Year 2	Year 3
7.1		<p>25 litre durable plastic container which is clearly labelled with usage instructions.</p> <p>Labelling: Indelible ink to be used to prevent defacing of all labelling on containers.</p>	R..... Price per 25 L	R..... Price per 25 L	R..... Price per 25 L
7.2		<p>LIQUID/SOLUTION: Disinfectant, deodorizer with a pine odour. Concentrated. To have sanitizing, cleaning and deodorizing properties. No alkali content to be present for the prevention of skin irritations.</p> <p>5 litre durable plastic container which is clearly labelled with usage instructions.</p> <p>Labelling: Indelible ink to be used to prevent defacing of all labelling on containers.</p> <p>Note to bidders:</p> <p>Please provide 1 sample of 5 liter to all evaluating institutions. Bidders do not have to provide a sample of the 25 litres but must be the same brand and Material Safety Data Sheets of both product sizes must be provided. Should the product (item 7.1) not be available in a 25 litre, the sample of the alternative product offered must have a Material Safety Data Sheet.</p> <p>Material safety data sheet and usage instructions – original or valid, certified copy must be included in your bid documents by bid closing.</p>	R..... Price per 5 L	R..... Price per 5 L	R..... Price per 5 L

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

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- A. Brand name
- B. Product/catalogue code
- C. Country of manufacture
- D. Are you the manufacturer? Please circle your option. **YES/NO**
- E. Does the offer comply with specification? Please circle your option. **YES/NO**
- F. If not to specification, please indicate deviation(s)
-
- G. Period required for delivery (**this must comply with or be better than the Department’s requirements in paragraph 7.1-7.2 of the Special Conditions**)
- H. State packaging offered.
- I. Is product latex free? Please circle your option. **YES/NO**

Note: Prices to be firm for 1st, 2nd and 3rd year.
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WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
8	17 000	BIODEGRADABLE CUPS: waterproof for 1 hour, disposable. Colour: white	Year 1	Year 2	Year 3
8.1		175 ml	R..... Price per each	R..... Price per each	R..... Price per each
8.2		350 ml	R..... Price per each	R..... Price per each	R..... Price per each
<p>Note to bidders:</p> <p>Please provide 2 samples of each size to all evaluating institutions. Provide proof of biodegradability.</p>					

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

- A. Brand name
.....
- B. Product/catalogue code
.....
- C. Country of manufacture
.....
- D. Are you the manufacturer? Please circle your option. **YES/NO**
- E. Does the offer comply with specification? Please circle your option. **YES/NO**
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- H. State packaging offered.
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WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
9	Unknown	<p>BUCKET, 9 LITRE, DURABLE PLASTIC:</p> <p>Colours:</p> <p>Red- Disposable. Highly Contaminated areas like toilets, sluice rooms, bathroom floors.</p> <p>Blue – General areas i.e., offices and corridors. Hand basins in public areas.</p> <p>Yellow – Disposable. Isolation areas.</p> <p>Green- bathrooms and basins and showers in wards and clinics</p> <p>White – Kitchens and food preparation and serving trolleys.</p> <p>Note to bidders:</p> <p>Please provide 1 sample to all evaluating institutions.</p>	Year 1 R..... Price per each	Year 2 R..... Price per each	Year 3 R..... Price per each

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

- A. Brand name
.....
- B. Product/catalogue code
.....
- C. Country of manufacture
.....
- D. Are you the manufacturer? Please circle your option. **YES/NO**
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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
10	Unknown	<p>SOAP, ANTICEPTIC, 25 LITRES BIOCIDAL:</p> <p>Equal or similar to Medifen Phenolic Disinfectant (SABS approved). For general disinfection of surfaces wherever there is a risk of infection or contamination.</p> <p>Note to bidders:</p> <p>Please provide 2 samples to all evaluating institutions.</p> <p>Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.</p>	Year 1	Year 2	Year 3
			R..... Price per each	R..... Price per each	R..... Price per each

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

- A. Brand name
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- B. Product/catalogue code
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WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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2024 – 05- 10

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
11	Unknown	EVERYDAY UNIVERSAL CLEANING/DISINFECTANT WIPES:	Year 1	Year 2	Year 3
11.1		<p>Combined detergent and disinfectant formula impregnated in a wipe. For 1 step cleaning and disinfection of high- touch medical surfaces and non-invasive medical equipment in high-risk areas. Ingredients to include a surfactant to act as detergent. Wipes should be safe to use on all rubbers, plastics, and device material, including ultrasound probes. All containers must be sealable to ensure that the wipes remain moist between usages. Proof must be provided that wipes are bactericidal, virucidal under limited spectrum yeastcidal and safe to use on materials including sensitive medical equipment such as ultrasound probes. Proof must be provided for contact time, must be less than 1 minute for all mentioned pathogens. Testing should be performed in dirty conditions and from ISO 17025 accredited independent. The wipes must contain at least 4 biocides with different mechanisms of action to prevent bacterial resistance. Should be skin friendly and not have a strong odour. Proof of dermatological testing to be provided.</p> <p>Flow pack to dispense one wipe at time, minimum 200 wipes.</p> <p>Minimum wipe size: 270mm x 200mm, Minimum wipe thickness/ weight 32 gsm.</p>	R..... Price per pack	R..... Price per pack	R..... Price per pack
11.2		<p>Security sealable and wall mountable dispensers to be provided to facilities in line with volume at no charge.</p> <p>Dispensers must be made available, and provided free of charge to all institutions, where the institution has identified the need. The dispensers will become the property of the hospitals/institutions after the contract period ended.</p> <p>Supplier must ensure that sufficient stock is available of the containers.</p> <p>Note to bidders:</p> <p>Please provide 2 samples of wipes and 1 sample of dispenser to all evaluating institutions.</p> <p>Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00</p> <p>2024 – 05- 10</p> <p>1)..... 2)..... SIGNED SIGNED</p> </div>		

- IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.
- A. Brand name
 - B. Product/catalogue code
 - C. Country of manufacture
 - D. Are you the manufacturer? Please circle your option. **YES/NO**
 - E. Does the offer comply with specification? Please circle your option. **YES/NO**
 - F. If not to specification, please indicate deviation(s).

.....
G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**

H. State packaging offered.

I. Is product latex free? Please circle your option.

.....
.....
YES/NO

Note: Prices to be firm for 1st, 2nd and 3rd year.

All delivery costs must be included in the bid price for delivery at the prescribed destination. A list of names and addresses of hospitals under the control of Western Cape Government Health and Wellness, including the Western Cape Health Warehouse is included in this document.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
			Year 1	Year 2	Year 3
12	Unknown	HIGH LEVEL DISINFECTING DRY WIPES:			
12.1		For deep cleaning during outbreaks. To reduce & eliminate sporicidal contamination and dry surface biofilm. For effective management of C Diff decontamination. Must contain Peracetic acid at 3500 ppm combined with a non-woven dual layer wipe. Dry wipe, activated by water to enable longer shelf life. For deep cleaning and disinfection, general surfaces, and non-invasive medical devices. For use during outbreaks, high risk and hard to kill organisms. Proof must be provided that wipes are effective against all known pathogenic microorganisms including non-enveloped viruses and bacterial endospores including Clostridium difficile, and fungal pathogens including Candida Staph Auris. Must remain effective in highly soiled conditions. Testing should be issued from ISO 17025 accredited independent laboratories. Non-toxic with no toxic fumes, must be able to use next to patient. Wipes must have a near neutral ph. One wipe to cover surface area of 3m ² in visibly soiled conditions and 4,5 m ² in visibly clean conditions. Test results from Approved Protocols to be submitted including contact time. Packaging to dispense a single wipe at time. Wipes must be macerate able. Product must be related to evidence (peer reviewed publications) built with external providers demonstrating the clinical benefit/impact generated by the use of the tendered product, especially: <ul style="list-style-type: none"> - As the product is targeting multidrug-resistant organisms (MDROs). - Fungicidal, viricidal and sporicidal log reduction, regrowth & transferability. 	R..... Price per pack	R..... Price per pack	R..... Price per pack
12.2		Security sealable and wall mountable dispensers to be provided to facilities at no charge. Dispensers must be made available, and provided free of charge to all institutions, where the institution has identified the need. The dispensers will become the property of the hospitals/institutions after the contract period ended. Supplier must ensure that sufficient stock is available of the containers. Note to bidders: Please provide 2 samples of wipes and 1 sample of dispenser to all evaluating institutions. Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.			

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- E. Does the offer comply with specification? Please circle your option. **YES/NO**
- F. If not to specification, please indicate deviation(s).
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- G. Period required for delivery **(this must comply with or be better than the Department's requirements in paragraph 7.1-7.2 of the Special Conditions)**
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- H. State packaging offered.
- I. Is product latex free? Please circle your option. **YES/NO**

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NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
13	Unknown	<p>DRAIN DISINFECTANT:</p> <p>For drain decontamination including breakdown of biofilm, and hard to kill organisms during outbreaks. Concentration of active PAA should be as least 2000ppm. To generate a blend of antioxidative agents to break down the structure of a biofilm and kill microbes within. Near neutral pH. Individually packed in 30g sachets, ready for use per single drain application. Product must be safe to the environment by resulting in non-toxic by-products. The product must prevent regrowth for 4 days. Bidders to provide a test report from independent laboratory proving the efficacy of the product.</p> <p>Note to bidders:</p> <p>Please provide 2 samples to all evaluating institutions.</p> <p>Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.</p>	Year 1	Year 2	Year 3
			R..... Price per 30g	R..... Price per 30g	R..... Price per 30g

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- C. Country of manufacture
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- D. Are you the manufacturer? Please circle your option. **YES/NO**
- E. Does the offer comply with specification? Please circle your option. **YES/NO**
- F. If not to specification, please indicate deviation(s).
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- G. Period required for delivery **(this must comply with or be better than the Department’s requirements in paragraph 7.1-7.2 of the Special Conditions)**
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- H. State packaging offered.
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NAME OF BIDDER:	BID NUMBER: WCGHGC0326/1/2024
CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
			Year 1	Year 2	Year 3
14	Unknown	SPILL WIPES PACK:			
14.1		For effective clean-up of one body spill per pack. Pack must contain a large high level disinfecting spill wipe pad with the ability to generate 3500 ppm peracetic acid and two large everyday cleaning disinfectant wipes. The pad must have a plastic backing on one side and able to soak up a minimum of 350ml fluid. Must include a re-sealable bag for safe disposal of waste. Proof must be provided for efficacy in presence of organic matter and against organisms associated with blood, urine and faecal spills. Must be bactericidal in less than 30 seconds, yeasticidal in one minute and virucidal under limited spectrum in one minute. Testing should be performed in dirty conditions and issued from ISO 17025 accredited independent laboratories.	R..... Price per pack	R..... Price per pack	R..... Price per pack
14.2		Wall mountable dispensers to be provided to facilities at no charge. Dispensers must be made available, and provided free of charge to all institutions, where the institution has identified the need. The dispensers will become the property of the hospitals/institutions after the contract period ended. Note to bidders: Please provide 2 samples of wipes and 1 sample of dispenser to all evaluating institutions. Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.			

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PRICING SCHEDULE (PURCHASES)

SUPPLEMENTARY BID WCGHGC0326/1/2024 FOR THE SUPPLY AND DELIVERY OF PLASTIC BAGS, WIPES, CLEANING MATERIALS AND EQUIPMENT TO ALL HOSPITALS/INSTITUTIONS UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

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CLOSING TIME: 11:00 ON FRIDAY, 10 MAY 2024	OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
15	Unknown	<p>UNIVERSAL SPRAY:</p> <p>Combined detergent and disinfectant formula in a trigger spray bottle for large areas and hard to reach places. For cleaning and disinfection of non-invasive medical equipment. Ingredients to include a surfactant to act as detergent and multiple biocides with different mechanisms of action to prevent bacterial resistance. Must contain a chelating agent. Bactericidal, virucidal under limited spectrum, and yeasticidal. Skin friendly and dermatologically tested. Safe to use (non-corrosive) on all rubbers and plastics and device material.</p> <p>To provide the following test results from Approved Protocols (EN tests).</p> <ul style="list-style-type: none"> - Specific organism testing on MRSA, VRE, Klebsiella, Pseudomonas, Norovirus, Hepatis B&C. - Material safety data sheet <p>Supplied in 500ml bottle with spray nozzle.</p> <p>Note to bidders:</p> <p>Please provide 2 samples to all evaluating institutions.</p> <p>Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.</p>	Year 1	Year 2	Year 3
			R..... Price per 500ml	R..... Price per 500ml	R..... Price per 500ml

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

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ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
16	Unknown	ANTIMICROBIAL WIPES: For skin cleaning & disinfection when water, soap and disinfectant is not an option/available. The wipes must contain at least 2 biocides with different mechanisms of action to prevent bacterial resistance. Should be skin friendly and not have a strong odour. Proof of dermatologically testing to be provided. Can be used as an emergency skin disinfectant, for body fluid splashes and removal of organic matter when water is not available, or in an emergency setting. To physically remove dirt while killing harmful microorganisms. To limit the transfer of pathogens and provide an extra level of protection. For quick and easy hand disinfection. Flow pack to dispense one wipe at time, minimum 200 wipes. Note to bidders: Please provide 2 samples to all evaluating institutions. Material safety data sheet – original or valid, certified copy must be included in your bid documents by bid closing.	Year 1	Year 2	Year 3
			R..... Price per pack	R..... Price per pack	R..... Price per pack

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- A. Brand name
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- B. Product/catalogue code
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ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
17	Unknown	<p>UV TORCH KIT:</p> <p>For auditing and evaluation of environmental cleanliness to manage effectiveness of cleaning. To determine how thoroughly equipment or a surface is wiped. System to consist of a 28 LED Ultraviolet torch to provide high mark visibility. Two non-permanent, fluorescent, water-soluble wax (gel) stick pens or ink bottles (must be able to be removed from all surface types with soap and water or biocide). Ultraviolet powder 25g.</p> <p>Note to bidders:</p> <p>Please provide 2 samples to all evaluating institutions.</p>	Year 1	Year 2	Year 3
			R..... Price per kit	R..... Price per kit	R..... Price per kit

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ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
18	Unknown	<p>REPLACEMENT FLUORESCENT GEL PENS OR INK BOTTLES:</p> <p>Non-permanent, ultraviolet, water soluble wax stick pens. Test results provided to ensure it remains wipeable from all non-porous hospital surfaces.</p> <p>Note to bidders:</p> <p>Please provide 2 samples to all evaluating institutions.</p>	Year 1	Year 2	Year 3
			R..... Price per box of 6	R..... Price per box of 6	R..... Price per box of 6

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ITEM	QUANTITY	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
19	Unknown	TOP-DOWN JANITOR TROLLEY AND MOPPING BUCKET SYSTEM COMPONENTS:	Year 1	Year 2	Year 3
19.1		Grey janitor cart with yellow bag	R..... Price per each	R..... Price per each	R..... Price per each
19.2		6L Blue bucket	R..... Price per each	R..... Price per each	R..... Price per each
19.3		6L Green bucket	R..... Price per each	R..... Price per each	R..... Price per each
19.4		6L Red bucket	R..... Price per each	R..... Price per each	R..... Price per each
19.5		6L Yellow bucket	R..... Price per each	R..... Price per each	R..... Price per each
19.6		Top-down blue bucket 20L	R..... Price per each	R..... Price per each	R..... Price per each
19.7		Top-down red bucket 20L	R..... Price per each	R..... Price per each	R..... Price per each
19.8		Bracket for blue bucket	R..... Price per each	R..... Price per each	R..... Price per each
19.9		Tool with Velcro 40cm (mop head)	R..... Price per each	R..... Price per each	R..... Price per each
19.10		Aluminium handle	R..... Price per each	R..... Price per each	R..... Price per each
19.11		Rapido sleeve blue (mop sleeve)	R..... Price per each	R..... Price per each	R..... Price per each
19.12		Rapido sleeve yellow (mop sleeve)	R..... Price per each	R..... Price per each	R..... Price per each
<p>Note to bidders: Please provide 1 sample of each item to all evaluating institutions. All components to be compatible with current janitor trolley on contract.</p>			<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 – 05- 10</p> </div>		

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Definition of pricing structures

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

1. Firm prices

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

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

1.2 Firm prices linked to fixed period adjustments, i.e. three tier prices (firm 1st, firm 2nd and firm 3rd year prices), only subject to the variables indicated in the above paragraph.

1.3 Firm prices subject to rate of exchange fluctuations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations)

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

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

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

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00

2024 – 05- 10

 1).....
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 2).....
 SIGNED

2. Non-firm prices

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

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

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

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

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

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

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

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2 etc. must add up to 100%.

R1t, R2t = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

Index Dated Index Dated Index Dated
 Index Dated Index Dated Index Dated

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00
2024 – 05- 10

1).....
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PLEASE FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

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

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

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00

2024 – 05- 10

1)..... 2).....
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2024 - 05 - 10

1).....
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PROVINCIAL GOVERNMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

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

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

"business interest" means -

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

(b) a real or personal right in property;

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

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

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

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

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

Any person who directly or indirectly -

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

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

(i) that amounts to the-

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

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

(ii) that amounts to-

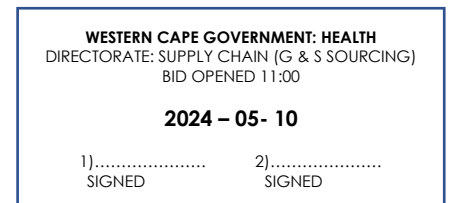
(aa) the abuse of a position of authority;

(bb) a breach of trust; or

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

(iii) designed to achieve an unjustified result; or

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



“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

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

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

“entity” means any -

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

(b) sole proprietorship;

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

“Family member” means a person's -

(a) spouse; or

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

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

“Institution” means – a provincial department or provincial public entity

listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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

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

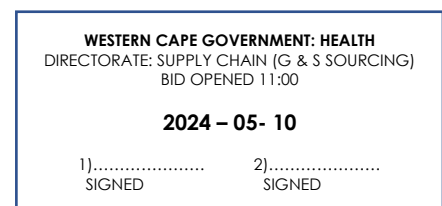
a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

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

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

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

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is



required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

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

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

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

- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition

Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY		
CSD Registration Number	MAAA	
Name of the Entity	<div style="border: 1px solid black; padding: 5px; text-align: center;"> WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 - 05- 10 1)..... 2)..... SIGNED SIGNED </div>	
Entity registration Number (where applicable)		
Entity Type		
Tax Reference Number		
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

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)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)</i>	NO	YES	
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES	

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read understand the content of the document;

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

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

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

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

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
2024 – 05- 10	
1)..... SIGNED	2)..... SIGNED

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

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

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

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

ANSWER:.....

1.4 Do you want to make an affirmation? ANSWER:

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

.....

Business Address:

.....
.....
.....

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00
2024 – 05- 10
1)..... 2).....
SIGNED SIGNED

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“Acceptable bid”** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid 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, which 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 codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **“Bid”** means a written offer on the official bid documents or invitation of price quotations, and “tender” is the act of bidding/tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“Consortium”** or **“joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“Non-firm prices”** means all prices other than “firm” prices
- 1.14 **“Person”** includes a juristic person;
- 1.15 **“Price”** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 1.16 **“Proof of B-BBEE status level contributor”** means –
- The B-BBEE status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 – 05- 10	
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- 1.17 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“Sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **“Tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **“Tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference points 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)
 - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
 - (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the preference points system shall be applicable; or
 - (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)
- 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:

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

- 2.5 Failure on the part of a bidder to complete and 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, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
 - (a) points out of **80/90** for **price**; and
 - (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If 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 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{cc}
 \mathbf{80/20} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 – 05- 10 1)..... SIGNED 2)..... SIGNED	
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6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

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

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

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

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

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

7. BID DECLARATION

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

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

- 8.1 B-BBEE Status Level: = (maximum of 20 points in terms of 80/20)
- 8.2 B-BBEE Status Level: = (maximum of 10 points in terms of 90/10)

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by 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 bid).

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? (delete which is not applicable) **YES/NO**

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

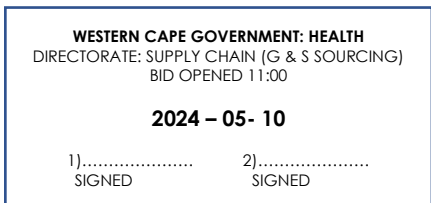
10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

- 10.4 Type of company/firm (Select applicable (option))
- Partnership/Joint venture consortium
 - One-person business/sole propriety
 - Close corporation
 - Public company
 - Personal liability company
 - (Pty) Ltd
 - Non-profit company
 - State-owned company



10.5 I/we, the undersigned, who am/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 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly: 61

- (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 to secure a particular B-BBEE status or any benefit associated with compliance with 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, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or 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 investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, 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.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
2024 – 05- 10	
1).....	2).....
SIGNED	SIGNED

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (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 end EME beneficiaries to increase their operational or financial capacity.	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

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

<p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00</p> <p>2024 – 05- 10</p> <p>1)..... SIGNED</p> <p>2)..... SIGNED</p>

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

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

1).....
SIGNED 2).....
SIGNED

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

General Conditions of Contract

1. Definitions

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

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 - 05- 10

1).....
SIGNED

2).....
SIGNED

- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser;
 - (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 paragraphs 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 paragraphs 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 paragraphs 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 analysed 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 paragraphs 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 Paragraph 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

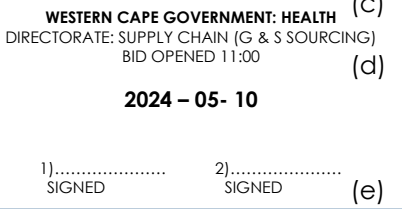
14. Spare parts

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

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

15. Warranty

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



- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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.

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
 BID OPENED 11:00

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1).....
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- 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 Paragraph 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 Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Paragraph 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 Paragraph 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 Paragraph 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Paragraph 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.
- 28. Limitation of Liability**
- 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.
- 29. Governing language**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 30. Applicable Law**
- 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. Notices**

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

- 32. Taxes and Duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33.National Industrial Participation(NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
BID OPENED 11:00

2024 – 05- 10

1).....
SIGNED

2).....
SIGNED