



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

BID NUMBER: **WCGHSC0095/2024**

CLOSING DATE: **FRIDAY, 15 MARCH 2024**

CLOSING TIME: **11:00**

FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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

Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. These conditions also apply to **a bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official, or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH** in the foyer of the Western Cape Government Building **next to the Cape High Court** at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **24 hours a day, 7 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Trevor Damons at (021) 483 0695 for assistance during office hours.

Please ensure that bids are delivered **to the correct address before bid closing**. **Late bids** will not be accepted for consideration and, where possible, will be **returned unopened** to the bidder accompanied by an explanatory letter. **No bidders' names or prices will be read out** after closing time when the bid box is opened and bids are removed by Sourcing officials.

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

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

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

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

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

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

Please refer all technical/specification enquiries to **Mr Trevor Damons** at telephone no. [\(021\) 483 0695](tel:0214830695) or email trevor.damons@westerncape.gov.za.


C Munnik
for HEAD OF DEPARTMENT

DATE: 16/02/2024

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
15 MAR 2024	
1)	2)
SIGNED	SIGNED

PART A

INVITATION TO BID

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

The Western Cape Government ('WCG') is committed to govern ethically and to comply fully with anti-fraud, theft and corruption laws and to conduct itself continuously 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 at all times with these principles to act in the best interest of the WCG and the public.

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH & WELLNESS						
Bid no	WCGHSC0095/2024		Closing date:	Fri, 15 Mar 2024	Closing time	11:00
Description	Provision of bread products to hospitals under control of Western Cape Government Health and Wellness for a 3-year period					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT						
Foyer of the main entrance, Western Cape Government Building (next to Cape High Court)						
Junction of Dorp and Keerom Streets, Cape Town 8001						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
Contact person	Mr Trevor Damons		Contact person	Mr Trevor Damons		
Telephone no	(021) 483 0695		Telephone no	(021) 483 0695		
E-mail address	trevor.damons@westerncape.gov.za		E-mail address	trevor.damons@westerncape.gov.za		
SUPPLIER INFORMATION						
Name of bidder						
Postal address						
Street address						
Telephone no	Code		Number			
Cellphone no						
Facsimile no	Code		Number			
E-mail address						
VAT registration no						
Supplier compliance status	Central Supplier Database no	MAAA				
B-BBEE status level verification certificate	[Tick applicable box]	B-BBEE status level sworn affidavit		[Tick applicable box]		
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, was certificate issued by verification agency accredited by SANAS (SA National Accreditation System)	[Tick applicable box]					
	<input type="checkbox"/> Yes <input type="checkbox"/> No					
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED WITH A COMPLETED WCBD6.1 FORM TO QUALIFY FOR B-BBEE PREFERENCE POINTS						
Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a foreign-based supplier for the goods/services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
	[if yes, enclose proof]			[If yes, answer part B3]		
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 TO ALL OF THE ABOVE IS "NO", IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS); OTHERWISE REGISTER AS PER 2.2 BELOW.						

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION REQUIREMENTS

- 1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2 All bids must be submitted on the official, not re-typed, forms provided, or in the manner prescribed in the bid document.
- 1.3 This bid is subject to the preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 1.4 **The successful bidder will be required to fill in and sign a written contract form, WCBD7.**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Application for Tax Compliance Status ('TCS') may be made via e-Filing through the SARS website, www.sars.gov.za
- 2.3 Bidders must provide their unique SARS-issued personal identification number ('PIN') to enable the organ of state to view the taxpayer's profile and tax status.
- 2.4 Bidders may also submit a printed TCS certificate with a result summary page (downloaded from e-filing) with the bid.
- 2.5 In bids where consortia/joint ventures/sub-contractors are involved each party must submit a separate TCS certificate and CSD number.
- 2.6 Where no TCS PIN is available but the bidder is registered on the Central Supplier Database ('CSD'), a CSD number must be provided.
- 2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

NB: FAILURE TO PROVIDE/COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY IN WHICH THIS BID IS SIGNED:

(Please submit proof of authority, e.g. company resolution, that bid signatory has been mandated to sign the bid in his/her capacity as the authorized representative of the organization.)

DATE:

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GOODS & SERVICES SOURCING

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WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

SECTION	BID INDEX	PAGE
	WCBD1 – invitation to bid	2-3
	Definitions	6-7
Section 1	Introduction	
Paragraph 1.1	Scope	
Paragraph 1.2	Contract period	8
Paragraph 1.3	General	8
		8
Section 2	Service specification	
Paragraph 2.1	Overview	9
Paragraph 2.2	Service areas	9
Table 1	Region 1: Institutions in the combined Metro area (Central, East, North & South)	9
Table 2	Region 2: Institutions in the Cape Winelands area	9
Table 3	Region 3: Institutions in the Overberg area	9
Table 4	Region 4: Institutions in the West Coast area	10
Table 5	Region 5: Institutions in the Garden Route Municipal area	10
Table 6	Region 6: Institutions within the Central Karoo Municipal area	10
Paragraph 2.3	Purchase and supply of bread products	11
Paragraph 2.3.1	– Quantities	11
Paragraph 2.3.2	– Ordering	11
Paragraph 2.3.3	– Delivery	11-12
Paragraph 2.3.4	– Quality control	12
Paragraph 2.4	Hygiene & cleanliness of bread products	13
Paragraph 2.5	Penalties	14
Table 7	Infringements and fines	14
Section 3	Product specification	
Paragraph 3.1	Overview	15
Paragraph 3.1.1	<i>Bread, brown, sliced, single, zero-rated</i>	15
Paragraph 3.1.2	<i>Bread, whole wheat, sliced, single</i>	15
Paragraph 3.1.3	<i>Bread, white, sliced, single</i>	15
Paragraph 3.1.4	<i>Buns, round, hamburger, whole wheat, half-dozen</i>	15
Paragraph 3.1.5	<i>Buns, round, hamburger, white, half-dozen</i>	15
Paragraph 3.1.6	<i>Rolls, long, hot dog, white, half-dozen</i>	15
Section 4	Special Conditions of Contract	
Paragraph 4.1	Applicable Documents	16
Paragraph 4.1.1	- Compulsory bid documents	16
Paragraph 4.1.2	- Compulsory evaluation documents	16
Paragraph 4.1.3	- Applicable Acts	17
Paragraph 4.2	Pricing	18
Paragraph 4.3	Evaluation	18-19
Paragraph 4.4	Guarantee and surety	19
Paragraph 4.5	Liaison	20
Paragraph 4.6	Accounting	21
Paragraph 4.7	Public liability and insurance indemnity	22
Paragraph 4.8	Industrial action, unrest and force majeure	23
Paragraph 4.9	Disturbances	23
Paragraph 4.10	Restrictions	23
Paragraph 4.11	Transport	23
Paragraph 4.15	Promotional and advertising material	24
Paragraph 4.16	Transfer and cession	24
Paragraph 4.17	Breach and termination	24
Paragraph 4.18	Dispute resolution	25
Paragraph 4.18.1	Mediation	25
Paragraph 4.18.2	Arbitration	25-26
Paragraph 4.19	General	26

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GOODS & SERVICES SOURCING

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SECTION	BID INDEX (continued)	PAGE
WCBD3.1	Pricing schedules	
Item 1	Region 1: Combined Metro Area (Central, East, North & South)	27
Item 2	Region 2: Cape Winelands Area	28
Item 3	Region 3: Overberg Area	29
Item 4	Region 4: West Coast Area	30
Item 5	Region 5: Garden Route Municipal Area	31
Item 6	Region 6: Central Karoo Municipal Area	32
WCBD4	Declaration of Interest	33-39
WCBD6.1(b)	Preference Points Claim Form; Sworn affidavit B-BBEE/Qualifying Small Enterprise	40-46
GCC	General Conditions of Contract	47-59
Annexure A	Profile of bidder - Qualification and experience, organisational structure, details of bidder's nearest office and undertaking	60
Annexure B	Guarantee	61
Annexure C	Circular H179/2017 dated 20 December 2017	62-63
NOTE: Please index the required annexures in the order as above, and add them after the last documents in your bid offer with page separators in-between. Please insert any other compulsory forms (Tax clearance certificates, BBBEE certificates, etc.) where they are specified or requested in the bid document.		

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DEFINITIONS

For the purpose of the description, financial implications, bid and contract conditions, bid specifications and annexures, the definition of words below will apply.

Authority	Representatives from the end-user institutions authorized to instruct the supplier about specified and agreed contract requirements. Authorized persons for the purpose of this bid may include food services managers, dietitians, contract managers and their delegated officials.
Bid	A written offer in prescribed format from a prospective supplier to provide goods to an end-end-user.
Bidder	An organization/individual who completes and submits a bid subject to all the terms and conditions embodied in the bid.
Conditions	All conditions and procedures specified which may affect the legal aspects of the bid or contract.
Contract	A legal, binding document and agreement resulting from the acceptance of a bid, including the full attached documentation, as well as the conditions contained in the General Conditions of Contract (GCC) which will form the basis of the agreement, resulting from the acceptance of a bid.
Contract manager	Also called 'representative, the appointed liaison for Western Cape Government Health and Wellness assigned to review contract effectiveness and compliance with contract specifications, and to monitor the observance of regulatory requirements in the execution of the contract.
Contractor/supplier	The successful bidder by whom the goods specified will be provided subject to all the terms and conditions embodied in the contract.
Contractor's staff	Staff responsible for performing specific duties required for the contract.
End-users	Institutions that require provision of the goods detailed in this document, and who retain the services of a contractor/supplier to provide these goods in accordance with an agreed contract.
Etcetera (abbreviated etc)	Meaning 'and the rest'; 'and others'; 'and so forth': used at the end of a list to indicate that other items of the same class or type should be considered or included.
Food Service Unit/Main Kitchen	The food delivery, storage and preparation areas at hospitals, and also the locations where meals are dispatched for serving to patients.
General Conditions of Contract	An explanatory annexure which forms part of the bid specification, detailing the general rights and obligations of entities conducting business with government.
Institution(s)/(health) facilities/hospitals	The end-users' premises/sites of participating hospitals and associated health facilities under the control of Western Cape Government Health and Wellness on whose behalf the provision of certain goods is arranged, and where the contractor shall provide goods under the provisions of this bid.
Interpretation	Words referring to the singular also include the plural and vice versa, where required by the context. Any gender includes the other. Reference to a person includes all entities, e.g. corporations, associations, partnerships, close corporations, government or local authorities and other legal and natural persons.
Invoice	The document that forms the basis of all accounting for moneys payable by Western Cape Government Health and Wellness end-user institutions for goods provided by the contractor.
Mandatory:	A term which denotes an obligation (also shall/should and must) or legal requirement.

DEFINITIONS

For the purpose of this bid, the following meanings will be assigned to the terms below and they will apply throughout this bid document where these terms appear:

May (<i>aux verb</i>)	An expression of discretion (option) or contingency, especially in clauses indicating condition, concession, purpose, result, etc.
Product specification	A description of the types, quantities and quality of bread products required by the end-user institutions, to which the contractor must adhere in all respects, and for which the end-user institutions must pay.
Service manager	Also called 'co-ordinator' or 'representative; the member of the contractor's management team designated to liaise with WCGH about contract and contract-related services
Service specification	A description of the duties, responsibilities and conditions in terms of which goods must be provided to end-user institutions.
Specification	A document detailing the requirements and mutual duties and obligations of the contract.
State, Government, Department:	The Republic of South Africa and/or Government Department/Western Cape Government according to the context of the sentence in which it appears.
Status quo:	The condition or state of affairs of the bidder and bidding organisation as at the date of bid.
Validity date:	Period when a bid is valid, during which it is expected to be evaluated, recommended and concluded. This bid shall be valid for 90 days from the closing date. Validity dates can be extended in agreement with bidders if bids are not concluded within 90 days.
Western Cape Government Health & Wellness	Abbreviated as 'WCGHW', previously known as the Department of Health, Western Cape Government, this is the provincial government entity who invites the bid and under whose control participating hospitals reside.

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

Bidders must complete the "details of offer" column of this document in full, and reply/tick the box "**complies**" or "**doesn't comply**" to indicate the offer's compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 1 - Introduction	Details of offer	
1.1	SCOPE	Complies	Doesn't comply
1.1.1	This specification establishes the requirements for the provision of bread products to institutions under the control of the Western Cape Government Health and Wellness (WCGHW) for a 3-year period , as specified further on.	Please mark with X	
1.1.2	Bread products are a staple ingredient in daily patient feeding at all hospitals according to national and provincial nutritional guidelines and comprise a variety of items: - white, brown and whole wheat loaves - white and whole wheat hamburger buns , and - white hot dog rolls		
1.1.3	Participating health institutions, grouped by location to correspond broadly with WCGHW's metropolitan and rural regions with the aim of encouraging offers from capacitated local vendors and facilitating timely deliveries, are listed under Service Areas in Section 2 .		
1.1.4	The contract will be awarded based on information furnished by the successful bidder in this document , and available in the public domain (<i>inter alia</i> the Central Supplier Database) at the time, which position (<i>status quo</i>) must be maintained by the supplier for the contract's duration .		
1.1.5	If there are any changes in the supplier's position , the Directorate Sourcing (in the person of Mr Trevor Damons) as custodian of the contract must be informed immediately, however, material differences in its status from the start of the contract may result in remedial action .		
1.2.	CONTRACT PERIOD		
1.2.1	This contract between WCGHW and the service-provider will become effective for 3 years from the day on which it is signed , or the first day of the following month , unless otherwise provided in the contract.		
1.2.2	The contract will end on the last calendar day of the 36th month after the commencement date, with the option to extend the contract for a period determined by WCGHW if required, after which fresh bids will be invited.		
1.3	GENERAL		
1.3.1	The bid will be subject to the General Conditions of Contract (GCC) of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC.		

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Para	Section 2 – Service specification	Details of offer	
		Complies	Doesn't comply
		Please mark box with X	
2.1	OVERVIEW		
2.1.1	The approved supplier must provide good quality, fresh , safe, nutritious bread, buns and rolls to hospitals for inclusion in summer and winter menus for normal and therapeutic patient meals by dieticians and/or food service managers at each institution according to South African Food-Based Dietary Guidelines and the Provincial Meal Plan specification.		
2.1.2	Bread and rolls delivered to institutions with Halaal-certified kitchens must be Halaal certified . Non-Halaal-certified institutions may request Halaal-certification from suppliers on a case-by-case basis as required, in accordance with Annexure, Circular H179/2017 dated 20 December 2017, attached as Annexure C .		
2.1.3	WCGHW reserves the right to conduct site inspections at the premises of compliant bidders before the contract is awarded , to assess bidders' capacity and ability to supply and deliver the required goods as specified and regulated.		
2.2	SERVICE AREAS		
2.2.1	Institutions who will participate in the bid are listed alphabetically per region below:		
Table 1	REGION 1: Institutions in the Metro area		
	Alexandra Hospital, Maitland	Non-Halaal	
	Brooklyn Chest Hospital, Ysterplaat	Halaal	
	False Bay Hospital, Fish Hoek	Halaal	
	Groote Schuur Hospital, Observatory	Halaal	
	Helderberg Hospital, Somerset West	Halaal	
	Karl Bremer Hospital, Bellville	Non-Halaal	
	New Somerset Hospital, Green Point	Halaal	
	Red Cross Children's Hospital, Rondebosch	Halaal	
	Stikland Hospital, Bellville	Halaal	
	Tygerberg Hospital, Parow Valley	Halaal	
	Valkenberg Hospital, Observatory	Halaal	
	Victoria Hospital, Wynberg	Halaal	
	Wesfleur Hospital, Atlantis	Non-Halaal	
Table 2	REGION 2: Institutions in the Cape Winelands area		
	Brewelskloof Hospital, Worcester	Non-Halaal	
	Ceres Hospital, Ceres	Non-Halaal	
	Montagu Hospital, Montagu	Non-Halaal	
	Paarl Hospital, Paarl	Non-Halaal	
	Robertson Hospital, Robertson	Non-Halaal	
	Sonstraal Hospital, Paarl	Non-Halaal	
	Stellenbosch Hospital, Stellenbosch	Non-Halaal	
	Worcester Hospital, Worcester	Non-Halaal	
Table 3	REGION 3: Institutions in the Overberg area		
	Caledon Hospital, Caledon	Non-Halaal	
	Hermanus Hospital, Hermanus	Non-Halaal	
	Otto du Plessis Hospital, Bredasdorp	Non-Halaal	
	Swellendam Hospital, Swellendam	Non-Halaal	

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Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 2 – Service specification		Details of offer	
2.2	SERVICE AREAS (continued)		Complies	Doesn't comply
2.2.1	Institutions who will participate in the bid are listed alphabetically per region below:		Please mark box with X	
Table 4	REGION 4: Institutions in the West Coast area			
	Citrusdal Hospital, Citrusdal	Non-Halaal		
	Clanwilliam Hospital, Clanwilliam	Non-Halaal		
	LAPA Munnik Hospital, Porterville	Non-Halaal		
	Radie Kotze Hospital, Piketberg	Non-Halaal		
	Swartland Hospital, Malmesbury	Non-Halaal		
	TB & Infectious Diseases Hospital, Malmesbury	Non-Halaal		
	Vredenburg Hospital, Vredenburg	Non-Halaal		
	Vredendal Hospital, Vredendal	Non-Halaal		
Table 5	REGION 5: Institutions in the Garden Route Municipal area			
	Alan Blyth Hospital, Ladismith	Non-Halaal		
	George Hospital, George	Non-Halaal		
	Knysna Hospital, Knysna	Non-Halaal		
	Mossel Bay Hospital, Mossel Bay	Non-Halaal		
	Oudtshoorn Hospital, Oudtshoorn	Non-Halaal		
	Riversdale Hospital, Riversdale	Non-Halaal		
	Uniondale Hospital, Uniondale	Non-Halaal		
Table 6	REGION 6: Institutions within the Central Karoo Municipal area			
	Beaufort West Hospital, Beaufort West	Non-Halaal		
	Laingsburg Hospital, Laingsburg	Non-Halaal		
	Murraysburg Hospital, Murraysburg	Non-Halaal		
	Nelspoort Hospital, Nelspoort	Non-Halaal		
	Prince Albert Hospital, Prince Albert	Non-Halaal		

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Para	Section 2 – Service specification	Details of offer	
		Complies	Doesn't comply
2.3	PURCHASE AND SUPPLY OF BREAD PRODUCTS	Please mark box with X	
2.3.1	Quantities		
2.3.1.1	Use of the contract will be determined exclusively by the needs of institutions and orders will be placed accordingly, as and when required. However, because quantities ordered may be affected by fluctuating patient numbers and cannot be guaranteed, institutions will not be restricted to order minimum quantities of individual items.		
2.3.1.2	Quantities reflected as a guideline in the pricing schedules, forms WCBD3.1 are for 3 years , based on historical usage figures provided by institutions		
2.3.2	Ordering		
2.3.2.1	An institution will generate an official order when the need arises, and e-mail it to the designated supplier(s) in its region for fulfilment. Each order, of which the service-provider must acknowledge receipt prior to delivery , must contain: (i) the order number , (ii) the item description(s) and quantities required, and (iii) pricing in accordance with the bid prices (a) supplier(s) provided in their WCBD1 and WCBD3.1 forms.		
2.3.3	Delivery		
2.3.3.1	The contractor will acknowledge receipt of the order and arrange that bread products be delivered in accordance with the following requirements, which must be determined by mutual consultation beforehand: (i) directly to the Food Service Unit at each hospital; WCGHW will provide a list of delivery points for each hospital and the names and contact details of hospital representatives to the successful bidder, (ii) at a frequency and within a delivery period agreed with each hospital , (iii) daily from Monday to Sunday , public holidays included, between 06:30 and 11:00 , and/or in accordance with delivery times agreed between institutions and the successful bidder.		
2.3.3.2	No deliveries will be accepted outside mutually-agreed times or designated delivery points .		
2.3.3.3	Each delivery must be accompanied by a delivery note/an invoice , referencing the original order number, which must be verified and signed by a Food Services/Accounts staff member or Goods Received Store Clerk for correctness, quality and quantity of goods received.		
2.3.3.4	If a 3rd party is used for deliveries , the supplier must ensure that the 3 rd party submits its proof of delivery (PODs, delivery notes) without delay so that the supplier can reconcile orders with PODs and issue invoices to institutions swiftly. It is not the responsibility of Institutions to furnish PODs to the supplier.		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

15 MAR 2024

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Para	Section 2 – Service specification	Details of offer	
		Complies	Doesn't comply
2.3	PURCHASE AND SUPPLY OF BREAD PRODUCTS	Please mark box with X	
2.3.3	Delivery (continued)		
2.3.3.5	The contractor will provide the staff and equipment necessary to off-load and transport goods from the delivery vehicle at the delivery point. Use of hospital staff and equipment for this purpose is strictly prohibited .		
2.3.3.6	If the contractor is unable to deliver goods on contract, WCGHW reserves the right to buy-out against them and to hold them liable for the difference in the cost for items bought out against it.		
2.3.3.7	If a contractor fails to adhere to agreed delivery time and date or is unable to deliver items on the contract, WCGHW reserves the right to impose penalties against them.		
2.3.4	Quality control		
2.3.4.1	As compliance with food quality requirements is mandatory, the supplier shall ensure that all bread products comply with the specified quality and adhere to SABS specifications for the handling of food and the acceptability of the supplier's premises and delivery vehicles according to public health requirements (Certificate of Acceptability)		
2.3.4.2	Where required, the supplier undertakes to submit bread products to inspections and testing for quality and quantity control by institutional contract managers. Where inspections and tests by the SABS or Environmental Health practitioners are required, paragraph 8 of the General Conditions of Contract will apply.		
2.3.4.3	If the quality and/or quantity of any bread products fail to comply with the standard and specifications in the contract, the contract may be terminated immediately by written notice and without prejudice to any other remedy for breach of contract in terms of paragraph 23 of the General Conditions of Contract.		
2.3.4.4	Bread products will be accepted only if they meet the requirements of the product specification in Section 3. If any deviation is found in the agreed quality of the delivered goods, the contractor will replace them immediately and free of charge .		

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Para	Section 2 – Service specification	Details of offer	
		Complies	Doesn't comply
2.4	HYGIENE AND CLEANLINESS	Please mark box with X	
2.4.1	Bread products shall be packaged hygienically , either individually or in multiples of 6 according to kind, in sealed, transparent polythene bags or cellophane packets .		
2.4.2	The supplier shall have procedures in place for the clean, hygienic and safe handling of bread products from receipt through dispatch and delivery, to ensure and monitor that bread products are: (i) examined for expiry date, damage, pest infestation and temperature, (ii) handled, stored, transported and delivered appropriately, and (iii) kept at the correct temperature at all times, including during transit between delivery vehicles and the food service units/storage facilities at hospitals.		
2.4.3	Delivery vehicles transporting bread products must be designated for carrying such goods specifically, and shall be hygienic, sanitised and free from potential contaminants .		
2.4.4	In terms of Regulation R638 3(1)(a) and 14(6)(a) dated 22 June 2018 of the Foodstuffs, Cosmetic and Disinfectants Act, 1972 (Act 54 of 1972) a Certificate of Acceptability (COA) must be submitted in the name of the delivering entity (contractor/sub-contractor/3 rd party) for each delivery vehicle used to transport bread products for the contract, declaring that vehicles comply with public health regulations .		
2.4.5	At end-user facilities, bread products must be decanted from delivery vehicles into Main Kitchens/Food Service Units in clean, hygienic, intact crates which must be removed by the supplier after each delivery.		

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Para	Section 2 – Service specification		Details of offer	
2.5	PENALTIES		Complies	Doesn't comply
2.5.1	In addition to general penalties for the non-performance of contract services within specified timeframes to which end-user facilities are entitled under paragraph 21 and 22 of the General Conditions of Contract ('GCC'), individual penalties will be imposed on the contractor for the following infringements:		Please mark box with X	
Table 7	List of infringements & fines	Value of fine		
1.	Late deliveries – date & time	A penalty of R100 of the order value for the institutions shall be applicable for each day delivery is delayed, or for any infringement of the contract.		
2.	Incorrect orders/goods delivered			
3.	Ordered quantities short delivered			
4.	Goods delivered in incorrect packaging			
5.	Goods delivered are confirmed to be spoilt (e.g. mouldy, contains unspecified foreign matter) by dietician/Food Service Manager/facility's contract manager.			

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Para	Section 3 – Product specification	Details of offer	
		Complies	Doesn't comply
3.1	OVERVIEW	Please mark box with X	
3.1.1	Bread, buns and rolls shall be hygienically prepared and freshly baked from quality ingredients, free from unspecified substances or foreign matter , with a fine, even texture and typical shape for the product, and shall remain fresh for a period of 4 days from date of production.		
3.1.2	Loaves shall be packaged individually and buns and rolls shall be packaged in specified quantities according to kind in sealed, transparent packaging, labelled in accordance with paragraph 4.1.3, Applicable Acts , in Section 4, Special Conditions.		
3.2	PRODUCT SPECIFICATION:		
3.2.1	Bread, brown, sliced, single (VAT zero-rated) Brown bread flour. Sliced loaves shall weigh between 700g-800 g each with at least 20-22 slices that weigh between 30-35g each.		
3.2.2	Bread, whole wheat, sliced, single Low GI, seeded whole wheat flour with typical ingredients. Sliced loaves shall weigh between 800-850 g each.		
3.2.3	Bread, white, sliced, single White bread flour. Sliced loaves shall weigh at least 700 g each with slices that weigh between 30-35g each.		
3.2.4	Buns, round, hamburger, whole wheat, pack of 4 Whole wheat flour. Buns shall weigh between 35g – 50g each.		
3.2.5	Buns, round, hamburger, white, pack of 6 (half-dozen) White cake flour. Buns shall weigh between 35g – 50g each.		
3.2.6	Rolls, long, hot dog, white, half-dozen White cake flour. Hot dog roll shall weigh between 35g – 50g each.		

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Para	Section 4 – Product specification	Details of offer	
		Complies	Doesn't comply
4.1	APPLICABLE DOCUMENTS	Please mark box with X	
	In addition to the completed specification ('details of offer' boxes ticked) and annexures which form part of this bid, prospective bidders must furnish the following compulsory bid and evaluation documents in their bid offer where the requirement is stated. Bidders shall check the number of the pages and ensure that none are missing or duplicated, as no liability will be accepted for resultant challenges.	<div style="border: 1px solid black; padding: 5px;"> <p>WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>15 MAR 2024</p> <p>1) 2)</p> <p>SIGNED SIGNED</p> </div>	
4.1.1	Compulsory bid documents		
4.1.1.1	WCBD1 – Invitation to Bid.		
4.1.1.2	WCBD3.1 – Pricing schedules		
4.1.1.3	WCBD4 – Declaration of Interest		
4.1.1.4	WCBD6.1(b) – Preference claim form		
4.1.1.5	Tax Clearance Certificate - Proof of current valid certificate		
4.1.1.6	BBBEE Certificate - Proof of current valid certificate		
4.1.1.7	Annexure B - Company profile		
4.1.1.8	Annexure C – Guarantee (provided by successful bidder within 14 days of award)		
4.1.2	Compulsory evaluation documents		
	These documents shall be either originals or certified copies of originals, and shall not be older than 3 months.		
4.1.2.1	Value Added Tax (VAT) registration		
	– Bidders must be VAT registered by bid closing. Please provide your VAT registration number _____		
4.1.2.2	Public Liability Insurance registration		
	– Please confirm proof of current public liability insurance		
	– Please state insured amount: R _____		
4.1.2.3	SABS/SANS 10049:2019/ISO compliant		
	– Please furnish proof that all bread products supplied comply with the specified quality standard and applicable SABS specifications.		
4.1.2.4	Halaal certified (for applicable institutions under ‘Service areas’)		
	– Do you have a current, valid Halaal certificate issued by a recognised Islamic certification body (e.g. MJC, ICSA, HWMEM, etc.) for the handling and preparation of food in accordance with Islamic laws?		
4.1.2.5	Compliant with the Health Act, 2003 (Act no 61 of 2003), Regulation 638, 2018 ‘Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters’		
	– Please provide a valid, certified copy of the Certificate for Acceptability for Food Premises (Gesiktheidsertifikaat vir 'n Voedselperseel) issued by an Environmental Health Practitioner. Failure to comply will invalidate a bidder’s offer.		
4.1.2.6	Experienced in providing goods in the Public Health Sector		
	– Bidder must be Western Cape-based , have a fully-fledged supply chain operation and be able to confirm location of business by providing proof of address , a lease agreement for property and a rates account to		
	– Please provide proof of a least 3 years’ experience in government health institutions (quotation/contract numbers) & submit reference letters and contact details of 3 clients attesting to the bidder’s ability to provide a professional, punctual, reliable, cost-effective service, a sound accounting process and suitable contingency plans in emergencies.		

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Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn't comply
4.1	APPLICABLE DOCUMENTS (continued)	Please mark box with X	
4.1.3	Applicable Acts Acts applicable to this bid that should be read in conjunction with the specification include, but are not limited to the following legislation:		
4.1.3.1	The Health Act, 2003 (Act 61 of 2003). Regulation 918 relates to the hygienic handling of food and the inspection of food premises published under this Act, which is also enforced by local authorities (EHPs at municipalities) in their areas of jurisdiction.		
4.1.3.2	Code of Good Practice for Food Hygiene Management, SABS 049 , Government Notice No. R. 1748 of 26 June 1992 , Government Notice No. R. 2120 of 20 September 1985 and Government Notice No. R. 2178 of 23 November 1990 .		
4.1.3.3	The Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act no 54 of 1972). This act relates to the manufacture, sale and importation of foodstuffs. Authorised local authorities (Environmental Health Professionals or 'EHPs' at municipalities) enforce it in their areas of jurisdiction. Food import control is conducted by Port Health Services (EHPs of Western Cape Government Health). Regulation 908/1977 relates to the marking and labelling of foodstuff with the required information in legible print.		
4.1.3.4	Regulation 908/1977 of the Foodstuffs, Cosmetics and Disinfectant Act, 1972 (Act no 54 of 1972), which requires that all packaging must be clearly marked and labelled in legible print with the following information: <ul style="list-style-type: none"> - the name and address of the manufacturer and his trade-mark, - the name and ingredients of the product (what it is made of), - nutritional information broken down per unit and RDA - the net weight of the contents in grams or kilograms, as applicable, - the date of manufacture (code or serial number), - the best-before date - the Halaal status, and - the country of origin The packaging description must specify that the plastic must be clear, the thickness of the plastic in micron must be provided and the packaging must be sealed properly. packaging the description of the packaging have to be indicated clear plastic bags (mention the amount of micron of plastic) and the packaging needs to be properly sealed)		
4.1.3.5	Section 84 of the Marketing Act (Act 59 of 1968) as amended and any applicable amendments issued, to which all bread supplied shall conform.		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
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Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn't comply
4.2	PRICING	Please mark box with X	
4.2.1	The bidder undertakes to provide the bread products specified to WCGHW facilities in accordance with the bid prices it has provided according to the requirements in the WCBD1 and WCBD3.1 forms.		
4.2.2	Bid prices must be firm 3-tier prices , where any annual escalations that may be reasonably expected (e.g. labour, transport cost, inflation) have been factored into the prices for each year of the contract. <u>No requests for increases will be considered, therefore, during the contract term.</u>		
4.2.3	Under no circumstances, either before or after the award of the bid, shall the WCGHW negotiate with any party regarding alternative methods of calculating the cost of the service.		
4.3	BID EVALUATION		
4.3.1	The specification and conditions here and elsewhere in this bid, any documents where bidders were required to respond, and compliance with inherent requirements, such as CSD and WCSD registration, will all be considered part of the evaluation of received bids.		
4.3.2	Offers will be evaluated per region and per item . Bidders must quote on all items within a specific region, even items reflecting no historical usages, as institutions might wish to purchase such items occasionally in specific quantities, as opposed to regular bulk-purchases of high-use products.		
4.3.3	Bidders must be based in the Western Cape . Only offers from registered bread suppliers with a core business in the production, packing and distribution of bread products will be considered.		
4.3.4	Sourcing representatives will conduct a due diligence process at the bidder's premises to determine its capacity and ability to provide the service before awarding a contract.		
4.3.5	The following factors will be considered during evaluation of this bid:		
4.3.5.1	Experience and knowledge of supplying and delivering perishable foodstuffs in a hospital environment. Please complete Annexure A1-2.		
4.3.5.2	Bidders must provide references for similar services undertaken, including detailed information of their experience in the trade, acceptable proof of the ability to supply goods punctually and in good order and a list of present bread supply contracts with their bid documents. Refer to paragraph 4.1.2.6		
4.3.6	Samples		
4.3.6.1	At the discretion of WCGHW, discretion, a sample of each item for which you have made an offer may be requested at short notice by the Bid Evaluation Committee as proof of your ability to supply the specified goods and as evidence that the supplies comply with specification requirements.		

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Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn't comply
4.3	BID EVALUATION (continued)	Please mark box with X	
4.3.6.2	In the event, the outer packaging of each sample must be marked with the bid number, item number and the bidder's name and address in clear, legible print of a reasonable size. No representative samples (eg white rolls for brown, hot dog rolls for buns) will be accepted for evaluation.		
4.3.6.3	Neither offers deviating from the specified requirements, nor alternative, qualified, conditional or incomplete offers will be considered . WCGHW will not enter into correspondence with bidders about this condition.		
4.4	GUARANTEE AND SURETY		
4.4.1	Please see paragraph 7 of the General Conditions of Contract. The prospective service-provider shall furnish the Supply Chain Sourcing, WCGHW with a financial guarantee equivalent to 2.5% of the total contract value, the monetary value which shall be determined in the letter of acceptance, within 14 days of notification of the acceptance of the bid.		
4.4.2	The proceeds of the performance security shall be payable to WCCN-G as compensation for any loss resulting from the service-provider's failure to complete his obligations under the contract.		
4.4.3	If the prospective service-provider fails to comply with this requirement, the Directorate Supply Chain Sourcing, WCGHW is entitled to terminate the contract without prejudice to any other rights it may have, and to recover any damages suffered due to this failure and the need to accept a less favourable bid for the catering service.		
4.4.4	The type of financial guarantee shall be valid for the duration of the contract and shall be in the currency of the contract , or a freely convertible currency acceptable to the end-user and shall be in one of the following forms, in accordance with <u>paragraph 7.1 of the General Conditions of Contract</u> :		
4.4.4.1	- a bank guarantee or an irrevocable letter of credit issued by a reputable bank in the end-user's country or in a foreign country acceptable to the end-user, in the form provided in the bid documents or another form acceptable to the end-user; OR		
4.4.4.2	- a cashier's or certified cheque		

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Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn't comply
4.5	LIAISON	Please mark box with X	
4.5.1	Each facility shall appoint a responsible official as hospital contract manager and the contractor shall appoint a service manager to form a communication link that will co-operate closely to facilitate the flow of information regarding operational issues between the parties.		
4.5.2	As required, a standing liaison meeting between hospital contract managers, food service managers and the supplier's service manager shall be scheduled and minuted . The purpose of these meetings will be to <ul style="list-style-type: none"> - discuss trend issues that impact on the goods provided and the service rendered, - distribute Information between the contractor and WCGHW, - discuss shortfalls, challenges and remedial steps taken/to be taken, & - identify risks. 		
4.5.3	Hospital contract managers and the contractor's service manager must be available during office hours between 7:00 and 17:00 daily to manage emergency situations relating to the provision of goods that might arise either on the side of hospitals or the contractor.		
	To promote efficient liaison between WCGHW and the contractor after award, the contractor shall provide the following information: <ul style="list-style-type: none"> - the physical address of <u>its nearest office to the location of the contract</u>, and - confirmation that the in-house Catering Manager is stationed at this office. 		

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Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn't comply
4.6	ACCOUNTING	Please mark box with X	
4.6.1	The contractor shall provide goods on an all-risk basis and hospitals will only pay for bread products received. The amount claimed from WCGHW for bread products provided shall not exceed the amount in the pricing schedules , forms WCBD3.1 subject to the provisions under Pricing. This will enable each hospital's contract manager to monitor and keep account of <u>all bread products provided</u> on each occasion in terms of the contract.		
4.6.2	The service-provider must adhere to generally acceptable accounting practices and will maintain all accounting records for the provisioning of the catering service. The accounting period shall be from the first day to the last day of each month. Each facility within each region listed in Section 2 must be billed separately . Accounts received by hospitals for bread products must be remitted within 30 days of receipt of an accurate, certified account . WCGHW accepts no responsibility for delays in payment due to the submission of inaccurate accounts .		
4.6.3	The contractor must furnish hospitals with a document to verify quantities of bread products delivered per month . Monthly payment claims for delivered goods must be submitted directly to each hospital's Accounts Department on the contractor's official invoices by the 2nd weekday of the next month , and must be supported by schedules reflecting the quantities of bread products provided and their cost .		
4.6.4	Each hospital's contract manager or an appointed, authorized representative must certify as correct the costs on the accounting schedules, and at any reasonable time, shall be entitled to inspect all the contractor's records and documents (e.g purchase orders, accounts, invoices etc.) relating to the provision of bread products.		
4.6.5	The contractor must submit copies of all invoices as well as a summative report to Sourcing every quarter to enable expenditure tracking against the contract.		

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Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn't comply
4.7	PUBLIC LIABILITY AND INSURANCE INDEMNITY	Please mark box with X	
4.7.1	The contractor shall indemnify hospitals and hold them harmless against:		
4.7.1.1	any damage to hospitals' movable or immovable property , any loss resulting directly or indirectly from damage to such property, any act or omission on the part of the contractor or its staff, or any damage arising from the use of hospital property and/or premises by the contractor,		
4.7.1.2	legal liability for any claims that may be made against hospitals arising from damage to movable or immovable property of any third parties, including any damage resulting directly or indirectly from any act or omission on the part of the contractor or its staff, or any damage arising from the use of the hospital's property and/or premises by the contractor,		
4.7.1.3	legal liability claims in the event of the death, injury or illness of any person , including hospital employees or their dependents, or any associated loss resulting or arising from any act or omission on the part of the contractor or its staff, or any damage arising from the use of hospital property and/or premises by the contractor, or		
4.7.1.4	any reasonably incurred legal costs , including attorney and client costs , relating to claims or actions against hospitals arising from any act or omission on the part of the contractor or its staff, or any damage arising from the use of hospital property and/or premises by the contractor.		
4.7.2	For the proper fulfilment of the indemnity, the contractor shall submit proof of the insurance cover held and maintained to cover the risks above as well as the amount of such cover, within 14 days of the date of the letter of acceptance.		
4.7.3	If WCGHW deems this amount insufficient , it reserves the right to request the service-provider to increase the cover at his expense to the value determined by WCGHW		
4.7.4	This bid will be accepted on condition that WCGHW may terminate the agreement in its sole discretion and without prejudice to any other rights it may have, if the contractor fails to submit proof of the insurance cover required above. The contractor shall be liable for any damage which WCGHW may sustain due to the termination of the contract and the appointment of another contractor.		
4.7.5	If the contractor fails to pay the premiums required to maintain the insurance cover, an equivalent amount will be deducted from the contractor to ensure that cover is maintained.		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
15 MAR 2024	
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WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

Bidders must complete the "details of offer" column of this document in full, and reply/tick the box "**complies**" or "**doesn't comply**" to indicate the offer's compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn't comply
4.8	INDUSTRIAL ACTION, UNREST AND FORCE MAJEURE	Please mark box with X	
4.8.1	The contractor shall be liable for provision of the goods irrespective of the effect of industrial action and/or unrest on management staff and other staff it employs.		
4.8.2	During industrial action and/or unrest the contractor's staff will be present on hospital premises at their own risk . A hospital shall not be liable for any damage to property or equipment of the contractor or his staff, or injury to, or death , of the contractor's staff. The contractor shall indemnify hospitals against such damages or claims and legal costs including attorney and client costs.		
4.8.3	Should the contractor's staff embark on a strike/industrial action they will not be allowed on WCGHW premises.		
4.8.4	If the premises used by the contractor to deliver good should become either partially or completely inaccessible due to force majeure (Act of God, e.g. floods, wind-storms) or fire damage , WCGHW and the contractor shall agree mutually on means to continue the contract as best as possible.		
4.9	DISTURBANCES	<div style="border: 2px solid blue; padding: 5px; text-align: center;"> WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 15 MAR 2024 1) 2) SIGNED SIGNED </div>	
4.9.1	The contractor shall not facilitate access to, or allow any activity, person or vehicle on any hospital premises that could pose a disturbance , inconvenience , public nuisance or danger to hospital patients, staff or property. Noise levels must be limited as far as practically possible.		
4.10	RESTRICTIONS		
4.10.1	Hospitals reserve the right, within reason, to implement regulatory measures as deemed necessary to maintain safety and order on their premises. The contractor's failure to comply with these measures despite written notification by hospitals, may be considered breach of contract.		
4.11	TRANSPORT		
4.11.1	The service-provider shall provide all suitable and approved transport necessary for the execution of the contract, and shall be fully liable for conveying bread products to all participating WCGHW hospitals.		
4.11.2	Delivery vehicles used to transport bread products must be suitable and appropriate for carrying these products specifically, must be clean and sanitized , should be used exclusively to deliver food items and should not transport bread products along with other goods that may contaminate them.		
4.11.3	Bidders must provide a detailed list and photographs of the type (e.g. refrigerated), size and capacity of all registered delivery vehicles that will be used to transport bread products to hospitals. These delivery vehicles with their registration numbers and bread products must be listed in the contractor's Certificate of Acceptability Failure to comply will invalidate a bidder's offer . Vehicles may be subjected to random inspections at hospitals' discretion.		

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

Bidders must complete the “details of offer” column of this document in full, and reply/tick the box “**complies**” or “**doesn’t comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 – Special Conditions	Details of offer	
		Complies	Doesn’t comply
4.12	PROMOTIONAL AND ADVERTISING MATERIAL	Please mark box with X	
4.12.1	The contractor may not display any promotional sign, poster, name-plate, article or object with its name or logo in WCGHW facilities or on WCGHW premises, without written approval from the institutions’ authorized representative. WCGHW reserves the right to remove any such undesirable item at the contractor’s cost.		
4.13	TRANSFER AND CESSION		
4.13.1	The contractor must be the sole provider of bread products for the purpose of this contract. The use of sub-contractors will not be allowed without the prior written permission of WCGHW. If sub-contracting is unavoidable, the relevant paragraphs of preference claim form WB CD6.1(b) will apply.		
4.13.2	The contractor will not cede, transfer, sell or alienate the contract or a part of it in any way to any other person or company without obtaining prior written permission from the WCGHW, and on condition that the cessionary complies with all requirements of this contract.		
4.14	BREACH AND TERMINATION		
4.14.1	Should either party commit a breach of this contract’s provisions and fail to remedy that breach within 14 days after receipt of a written notice, the non-defaulting party, without prejudice to any other right it may have as a result of the breach, shall be entitled to cancel the contract with the other party upon written notice to the address in the contract. The parties agree that the provision of paragraph 23 of the GCC will apply in that event, if it is not conflict with the contract.		
4.14.2	The contractor’s right to use any part of any hospital’s premises shall cease on termination of the contract.		
4.14.3	WCGHW shall be entitled to determine the value of any missing items in collaboration with the contractor, and to deduct the amount of the value or reduced value of such items from any amount due to the contractor.		
4.14.4	If any participating hospital should be closed permanently for any reason, WCGHW shall give the contractor 3 months prior written notice of the intended closing, and shall reserve the right to terminate this agreement with the contractor at the time of closing.		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

15 MAR 2024

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WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

Bidders must complete the "details of offer" column of this document in full, and reply/tick the box "**complies**" or "**doesn't comply**" to indicate the offer's compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 – Special Conditions	Details of offer For agreement:	
4.15	DISPUTE RESOLUTION	yes	no
4.15.1	Mediation		
4.15.1.1	Any dispute arising from or relating to this contract may be referred to a mediator without legal representation by the parties.		
4.15.1.2	The dispute shall be heard by a mediator selected by agreement between the parties, at a place and time he/she has determined in consultation with the parties.		
4.15.1.3	If the parties cannot agree on a particular mediator within 5 calendar days after agreeing to refer the matter for mediation, the serving President of the Law Society of the Cape of Good Hope shall nominate a mediator within 10 calendar days after the parties' failure to agree.		
4.15.1.4	The mediator at his/her sole discretion shall determine whether the referral shall be made by written or verbal representations, on condition that he/she shall consult with the parties about this determination and be guided by their mutual and reasonable desire of how the representations should be made.		
4.15.1.5	The parties shall have 14 calendar days to finalise their representations. Within 14 calendar days of receiving the representations, the mediator shall provide a written opinion on the matter and furnish each party with a copy, by hand or by registered post.		
4.15.1.6	The mediator's opinion shall be final and binding on the parties unless a party is unwilling to accept it. Should this happen, the unwilling party may institute legal proceedings in a court with appropriate jurisdiction, unless the parties agree to refer the dispute to arbitration. The mediator's opinion shall not prejudice the rights of either party in any way if either legal proceedings or arbitration should ensue.		
4.15.1.7	The mediator shall determine the cost and liability for the cost of mediation, which shall be due and payable to the mediator on presentation of his/her written account.		
4.15.2	Arbitration		
4.15.2.1	Any dispute arising from or relating to this contract may be referred to arbitration.		
4.15.2.2	According to the provisions of the Arbitration Act, No. 42 of 1965, arbitration shall be held in Cape Town with the intention that it be concluded within 14 calendar days where possible.		
4.15.2.3	Unless otherwise stated here, if the disputed matter is - (i) primarily a legal matter, the arbitrator shall be a practising senior advocate of the Cape Bar ; (ii) any other matter, the arbitrator shall be an independent, suitably qualified person mutually agreed upon by the disputing parties.		

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Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 4 – Special Conditions	Details of offer	
4.15	Arbitration (continued)	For agreement	
		yes	no
4.15.2.4	If parties cannot agree whether the question in dispute falls under (i) or (ii) above and/or on a particular arbitrator within 7 calendar days after agreeing to refer the dispute to arbitration, the serving Chairperson of the Cape Bar Council shall: – determine whether the question in dispute falls under (i) or (ii)); and/or – appoint an arbitrator from two arbitrators nominated by each party within 7 calendar days after the parties’ failure to agree.		
4.15.2.5	The arbitrator shall provide his/her decision within 14 calendar days after the completion of arbitration. He/she may determine that the arbitration costs be paid either by one or both parties and at a rate he/she considers appropriate.		
4.15.2.6	The arbitrator’s decision shall be final and binding and may be made an <u>order of the Western Cape High Court</u> , Cape Town on application by either party.		
4.16	GENERAL		
4.16.1	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, WCGHW. WCGHW reserves the right, in its sole discretion: - 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, - to amend the bid process, closing date or any other date at its sole discretion, - to cancel the bid or any part of the bid before the bid has been awarded, - 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, - not to award the bid to the highest points or lowest price, - to reject all responses submitted and to embark on a new bid process.		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
 BID OPENED @ 11:00
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PRICING SCHEDULE (GOODS)

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER :

BID NUMBER **WCGHSC0095/2024**CLOSING TIME : **11:00 ON FRIDAY, 15 MARCH 2024**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT			BID PRICE INCL VAT & DELIVERY		
1.	Estimated usage for 3 years	REGION 1: Supply and delivery of bread products to hospitals/institutions within the combined Metro Area in accordance with Table 1 on page 9 of the specification:			Price per item		
		Product	Packaging	Supplier's prod code	1st year	2nd year	3rd year
1.1	1 386 792	Bread, brown, 700g – 800g, 0-rated	Per Loaf	.....	R.....	R.....	R.....
1.2	262 348	Bread, whole wheat, 800g – 850g	Per Loaf	.....	R.....	R.....	R.....
1.3	44 010	Bread, white, 700g	Per Loaf	.....	R.....	R.....	R.....
1.4	2 787	Buns, hamburger, whole wheat	Pack of 4	.....	R.....	R.....	R.....
1.5	3 889	Buns, hamburger, white	Pack of 6	.....	R.....	R.....	R.....
1.6	24 078	Rolls, hot dog, white	Pack of 6	.....	R.....	R.....	R.....
1.7		Sub-total: all bread products per year			R.....	R.....	R.....
1.8		Total: Year 1+year2+year3			R.....		
		Note to bidders:			Please tick the box with X		
		Bid prices must include VAT where applicable, delivery to prescribed destinations, handling , all applicable taxes (PAYE, income tax, UIF contributions, skills development levies) and inherent costs .			Complies?	Yes	No
		Bidders' conditions will not supersede those of WCGHW in bid document.				<input type="checkbox"/>	<input type="checkbox"/>

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

- A. Brand name
- Item 1.1
- Item 1.2
- Item 1.3
- Item 1.4
- Item 1.5
- Item 1.6
- B. Are you the manufacturer? Please circle your option. **YES/NO**
- C. Does the offer comply with the specification? Please circle your option. **YES/NO**
- D. If not to specification, please indicate deviations. Please list these separately against each applicable item if the space provided here is insufficient.
-
-
- E. Period required for delivery. Delivery cost must be included in bid price for delivery to prescribed destination.
-
- F. State packaging offered.
- Item 1.1
- Item 1.2
- Item 1.3
- Item 1.4
- Item 1.5
- Item 1.6

PRICING SCHEDULE (GOODS)

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER :

BID NUMBER **WCGHSC0095/2024**CLOSING TIME : **11:00 ON FRIDAY, 15 MARCH 2024**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT			BID PRICE INCL VAT & DELIVERY		
2.	Estimated usage for 3 years	REGION 2: Supply and delivery of bread products to hospitals/institutions within the Cape Winelands Area in accordance with Table 2 on page 9 of the specification:			Price per item		
		Product	Packaging	Supplier's prod code	1st year	2nd year	3rd year
2.1	264 232	Bread, brown, 700g – 800g, 0-rated	Per Loaf	.....	R.....	R.....	R.....
2.2	5 263	Bread, whole wheat, 800g – 850g	Per Loaf	.....	R.....	R.....	R.....
2.3	5 863	Bread, white, 700g	Per Loaf	.....	R.....	R.....	R.....
2.4	2 979	Buns, hamburger, whole wheat	Pack of 4	.....	R.....	R.....	R.....
2.5	8 118	Buns, hamburger, white	Pack of 6	.....	R.....	R.....	R.....
2.6	34 140	Rolls, hot dog, white	Pack of 6	.....	R.....	R.....	R.....
2.7		Sub-total: all bread products per year			R.....	R.....	R.....
2.8		Total: Year 1+year 2+year 3			R.....		
		Note to bidders:			Please tick the box with X		
		Bid prices must include VAT where applicable, delivery to prescribed destinations, handling , all applicable taxes (PAYE, income tax, UIF contributions, skills development levies) and inherent costs .			Complies?	Yes	No
		Bidders' conditions will not supersede those of WCGHW in bid document.				<input type="checkbox"/>	<input type="checkbox"/>

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

- A. Brand name
- Item 2.1
- Item 2.2
- Item 2.3
- Item 2.4
- Item 2.5
- Item 2.6
- B. Are you the manufacturer? Please circle your option. **YES/NO**
- C. Does the offer comply with the specification? Please circle your option. **YES/NO**
- D. If not to specification, please indicate deviations. Please list these separately against each applicable item if the space provided here is insufficient.
-
-
- E. Period required for delivery. Delivery cost must be included in bid price for delivery to prescribed destination.
-
- F. State packaging offered.
- Item 2.1
- Item 2.2
- Item 2.3
- Item 2.4
- Item 2.5
- Item 2.6

PRICING SCHEDULE (GOODS)

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER :

BID NUMBER **WCGHSC0095/2024**CLOSING TIME : **11:00 ON FRIDAY, 15 MARCH 2024**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT			BID PRICE INCL VAT & DELIVERY		
3.	Estimated usage for 3 years	REGION 3: Supply and delivery of bread products to hospitals/institutions within the Overberg Area in accordance with Table 3 on page 9 of the specification:			Price per item		
		Product	Packaging	Supplier's prod code	1st year	2nd year	3rd year
3.1	25 911	Bread, brown, 700g – 800g, 0-rated	Per Loaf	.....	R.....	R.....	R.....
3.2	New	Bread, whole wheat, 800g – 850g	Per Loaf	.....	R.....	R.....	R.....
3.3	New	Bread, white, 700g	Per Loaf	.....	R.....	R.....	R.....
3.4	New	Buns, hamburger, whole wheat	Pack of 4	.....	R.....	R.....	R.....
3.5	99	Buns, hamburger, white	Pack of 6	.....	R.....	R.....	R.....
3.6	99	Rolls, hot dog, white	Pack of 6	.....	R.....	R.....	R.....
3.7		Sub-total: all bread products per year			R.....	R.....	R.....
3.8		Total: Year 1+year 2+year 3			R.....		
		Note to bidders:			Please tick the box with X		
		Bid prices must include VAT where applicable, delivery to prescribed destinations, handling , all applicable taxes (PAYE, income tax, UIF contributions, skills development levies) and inherent costs .			Complies?	Yes	No
		Bidders' conditions will not supersede those of WCGHW in bid document.				<input type="checkbox"/>	<input type="checkbox"/>

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

- A. Brand name
- Item 3.1
- Item 3.2
- Item 3.3
- Item 3.4
- Item 3.5
- Item 3.6
- B. Are you the manufacturer? Please circle your option. **YES/NO**
- C. Does the offer comply with the specification? Please circle your option. **YES/NO**
- D. If not to specification, please indicate deviations. Please list these separately against each applicable item if the space provided here is insufficient.
-
-
- E. Period required for delivery. Delivery cost must be included in bid price for delivery to prescribed destination.
-
- F. State packaging offered.
- Item 3.1
- Item 3.2
- Item 3.3
- Item 3.4
- Item 3.5
- Item 3.6

PRICING SCHEDULE (GOODS)

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER :

BID NUMBER **WCGHSC0095/2024**CLOSING TIME : **11:00 ON FRIDAY, 15 MARCH 2024**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT			BID PRICE INCL VAT & DELIVERY		
4.	Estimated usage for 3 years	REGION 4: Supply and delivery of bread products to hospitals/institutions within the combined West Coast Area in accordance with Table 4 on page 10 of the specification:			Price per item		
		Product	Packaging	Supplier's prod code	1st year	2nd year	3rd year
4.1	130 068	Bread, brown, 700g – 800g, 0-rated	Per Loaf	.....	R.....	R.....	R.....
4.2	New	Bread, whole wheat, 800g – 850g	Per Loaf	.....	R.....	R.....	R.....
4.3	New	Bread, white, 700g	Per Loaf	.....	R.....	R.....	R.....
4.4	New	Buns, hamburger, whole wheat	Pack of 4	.....	R.....	R.....	R.....
4.5	2'886	Buns, hamburger, white	Pack of 6	.....	R.....	R.....	R.....
4.6	4 521	Rolls, hot dog, white	Pack of 6	.....	R.....	R.....	R.....
4.7		Sub-total: all bread products per year			R.....	R.....	R.....
4.8		Total: Year 1+year 2+year 3			R.....		
		Note to bidders:			Please tick the box with X		
		Bid prices must include VAT where applicable, delivery to prescribed destinations, handling , all applicable taxes (PAYE, income tax, UIF contributions, skills development levies) and inherent costs .			Complies?	Yes	No
		Bidders' conditions will not supersede those of WCGHW in bid document.				<input type="checkbox"/>	<input type="checkbox"/>

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

- A. Brand name
- Item 4.1
- Item 4.2
- Item 4.3
- Item 4.4
- Item 4.5
- Item 4.6
- B. Are you the manufacturer? Please circle your option. **YES/NO**
- C. Does the offer comply with the specification? Please circle your option. **YES/NO**
- D. If not to specification, please indicate deviations. Please list these separately against each applicable item if the space provided here is insufficient.
-
-
- E. Period required for delivery. Delivery cost must be included in bid price for delivery to prescribed destination.
-
- F. State packaging offered.
- Item 4.1
- Item 4.2
- Item 4.3
- Item 4.4
- Item 4.5
- Item 4.6

PRICING SCHEDULE (GOODS)

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER :

BID NUMBER **WCGHSC0095/2024**CLOSING TIME : **11:00 ON FRIDAY, 15 MARCH 2024**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT			BID PRICE INCL VAT & DELIVERY		
5.	Estimated usage for 3 years	REGION 5: Supply and delivery of bread products to hospitals/institutions within the Garden Route Municipal Area in accordance with Table 5 on page 10 of the specification:			Price per item		
		Product	Packaging	Supplier's prod code	1st year	2nd year	3rd year
5.1	41 445	Bread, brown, 700g – 800g, 0-rated	Per Loaf	.....	R.....	R.....	R.....
5.2	6 903	Bread, whole wheat, 800g – 850g	Per Loaf	.....	R.....	R.....	R.....
5.3	768	Bread, white, 700g	Per Loaf	.....	R.....	R.....	R.....
5.4	New	Buns, hamburger, whole wheat	Pack of 4	.....	R.....	R.....	R.....
5.5	3 870	Buns, hamburger, white	Pack of 6	.....	R.....	R.....	R.....
5.6	New	Rolls, hot dog, white	Pack of 6	.....	R.....	R.....	R.....
5.7		Sub-total: all bread products per year			R.....	R.....	R.....
5.8		Total: Year 1+year 2+year 3			R.....		
		Note to bidders:			Please tick the box with X		
		Bid prices must include VAT where applicable, delivery to prescribed destinations, handling , all applicable taxes (PAYE, income tax, UIF contributions, skills development levies) and inherent costs .			Complies?	Yes	No
		Bidders' conditions will not supersede those of WCGHW in bid document.				<input type="checkbox"/>	<input type="checkbox"/>

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

- A. Brand name
- Item 5.1
- Item 5.2
- Item 5.3
- Item 5.4
- Item 5.5
- Item 5.6
- B. Are you the manufacturer? Please circle your option. **YES/NO**
- C. Does the offer comply with the specification? Please circle your option. **YES/NO**
- D. If not to specification, please indicate deviations. Please list these separately against each applicable item if the space provided here is insufficient.
-
-
- E. Period required for delivery. Delivery cost must be included in bid price for delivery to prescribed destination.
-
- F. State packaging offered.
- Item 5.1
- Item 5.2
- Item 5.3
- Item 5.4
- Item 5.5
- Item 5.6

PRICING SCHEDULE (GOODS)

WCGHSC0095/2024 FOR THE PROVISION OF BREAD PRODUCTS TO INSTITUTIONS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER :

BID NUMBER **WCGHSC0095/2024**CLOSING TIME : **11:00 ON FRIDAY, 15 MARCH 2024**OFFERS SHALL BE VALID FOR **90 DAYS** FROM CLOSING DATE OF BID

ITEM	QUANTITY	DESCRIPTION OF PRODUCT			BID PRICE INCL VAT & DELIVERY		
6.	Estimated usage for 3 years	REGION 6: Supply and delivery of bread products to hospitals/institutions within the Central Karoo Municipal Area in accordance with Table 6 on page 10 of the specification:			Price per item		
		Product	Packaging	Supplier's prod code	1st year	2nd year	3rd year
6.1	41 445	Bread, brown, 700g – 800g, 0-rated	Per Loaf	.....	R.....	R.....	R.....
6.2	6 903	Bread, whole wheat, 800g – 850g	Per Loaf	.....	R.....	R.....	R.....
6.3	768	Bread, white, 700g	Per Loaf	.....	R.....	R.....	R.....
6.4	New	Buns, hamburger, whole wheat	Pack of 4	.....	R.....	R.....	R.....
6.5	3 870	Buns, hamburger, white	Pack of 6	.....	R.....	R.....	R.....
6.7	New	Rolls, hot dog, white	Pack of 6	.....	R.....	R.....	R.....
6.8		Sub-total: all bread products per year			R.....	R.....	R.....
6.9		Total: Year 1+year 2+year 3			R.....		
		Note to bidders:			Please tick the box with X		
		Bid prices must include VAT where applicable, delivery to prescribed destinations, handling , all applicable taxes (PAYE, income tax, UIF contributions, skills development levies) and inherent costs .			Complies?	Yes	No
		Bidders' conditions will not supersede those of WCGHW in bid document.				<input type="checkbox"/>	<input type="checkbox"/>

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

- A. Brand name
- Item 6.1
- Item 6.2
- Item 6.3
- Item 6.4
- Item 6.5
- Item 6.6
- B. Are you the manufacturer? Please circle your option. **YES/NO**
- C. Does the offer comply with the specification? Please circle your option. **YES/NO**
- D. If not to specification, please indicate deviations. Please list these separately against each applicable item if the space provided here is insufficient.
-
-
- E. Period required for delivery. Delivery cost must be included in bid price for delivery to prescribed destination.
-
- F. State packaging offered.
- Item 6.1
- Item 6.2
- Item 6.3
- Item 6.4
- Item 6.5
- Item 6.6

WESTERN CAPE GOVERNMENT

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

1. To give effect to the requirements of the following legislative framework -
 - (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
 - (ii) Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices (SBD8),
 - (iii) Instruction Note: Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management: Declaration of Interest (SBD4),
 - (iv) Practice Note 7 of 2009/10 (SDB4 Declaration of Interest),
 - (v) Practice Note 2010: Prohibition of Restrictive practices (SBD9),
 - (vi) Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended, together with its associated regulations,
 - (vii) Act No 12 of 2004: Prevention and Combating of Corrupt Activities, and regulations pertaining to the tender defaulters register, and
 - (viii) Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

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

3. **Definitions**

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

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

"Business interest" means -

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

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

"Corruption" - General offences of corruption are defined in the Combating of Corrupt Activities Act (Act 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts, agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives, 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, to act personally or by influencing another person to act in a manner that

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- (i) amounts to the illegal, dishonest, unauthorized, incomplete or biased, or misuse or selling of information or material acquired while exercising, carrying out, or performing any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to the abuse of a position of authority; a breach of trust; or the violation of a legal duty or a set of rules;
 - (iii) is designed to achieve an unjustified result; or
 - (iv) amounts to any other unauthorized or improper inducement to do or not to do anything,
- is guilty of the offence of corruption

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

“Employee”, in relation to -

- (a) a department, means a person contemplated in Section 8 of the Public Service Act, 1994, 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, applies or bids for the sale, lease or supply of goods or services to the Western Cape Government;

“Family member” means a person's -

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

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

“Institution” means a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Western Cape Government” (“WCG”) means -

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOPS”/“RWOEE” means Remunerative Work Outside the Public Service or Remunerative Work Outside the Employee's Employment.

“Spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he/she cohabits and who is publicly acknowledged by the person as his/her life partner or permanent companion.

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GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
15 MAR 2024	
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4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
 - (i) resigned as an employee of the government institution;
 - (ii) ceased conducting business with an organ of state; or
 - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. Any legal person or their family members may make an offer/offers in response to this invitation to bid. In view of possible conflict of interest, should the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution.
6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *pe se*, meaning that it cannot be justified on any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to -
 - (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system; or
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious -
 - (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 39 of the Competition Act No 89 of 1998; and/or
 - (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
 - (c) may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, or any other applicable legislation.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

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15 MAR 2024

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SECTION A: DETAILS OF THE ENTITY

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

.....

TABLE A

[illegible]

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GOODS & SERVICES SOURCING**

BID OPENED @ 11:00

15 MAR 2024

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

Irrespective of the procurement process, the supply chain management system of an institution must prohibit any award to an employee of the state who seeks to conduct business with the Western Cape Government, either individually or as a member of a close corporation, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA, as prescribed by Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise/the employee's employments should obtain the necessary approval first (RWOP/ROEE). Failure to submit proof of such authority may result in disciplinary action, where applicable.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <i>(If yes, refer to Public Service Circular EIM1/2016 to exercise the listed action.)</i>	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? <i>(If yes, complete Table B and attach their approved "RWOPS"/"ROEE")</i>	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? <i>(If yes complete Table B)</i>	NO	YES

TABLE B

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

[illegible]

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

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

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

TABLE C

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

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

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

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GOODS & SERVICES SOURCING

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SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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

I, _____ hereby swear/affirm;

- (i) that the information disclosed above is true and accurate;
- (ii) that I understand the content of the document;
- (iii) that the entity undertakes to arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- (iv) that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

ANSWER: _____

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

ANSWER: _____

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

ANSWER: _____

1.4 Do you want to make an affirmation?

ANSWER: _____

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

SIGNATURE

Commissioner of Oaths

FULL NAMES

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

Date: _____

Place _____

Business Address: _____

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

BID OPENED @ 11:00

15 MAR 2024

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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 contains a verification, made under oath on penalty of perjury, which serves as evidence of 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 the code of good practice for 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 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.
- 1.7 **"Bid 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.
- 1.8 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be.
- 1.9 **"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.
- 1.10 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.11 **"EME"** is an Exempted Micro-Enterprise with an annual total revenue of R10 million or less.
- 1.12 **"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.
- 1.13 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million.

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GOODS & SERVICES SOURCING
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15 MAR 2024
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GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
15 MAR 2024	
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- 1.14 **“Non-firm prices”** means all prices other than “firm” prices.
- 1.15 **“Person”** includes a juristic person.
- 1.16 **“Price”** means an amount of money tendered for goods and services and includes all applicable taxes less all unconditional discounts.
- 1.17 **“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.
- 1.18 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.19 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes.
- 1.20 **“Sub-contract”** means that the primary contractor is assigning, leasing, making out work to or employing another person to support the primary contractor in the execution of part of a project in terms of the contract.
- 1.21 **“Tender”** is the act of bidding.
- 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.
- 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); and
 - 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:
- 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
 - 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:
- Price; and
 - B-BBEE status level of contribution.

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

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

2.5 Failure on the part of a bidder to complete and sign this form and submit along with the bid 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, **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 to substantiate any claim in regard to preferences in any manner required by the organ of state, either before a bid is adjudicated or at any time subsequently.

3. ADJUDICATION USING A POINT SYSTEM

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

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.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
15 MAR 2024	
1)	2)
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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:

$$\text{Where } \begin{matrix} \text{80/20} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{matrix} \quad \text{OR} \quad \begin{matrix} \text{90/10} \\ P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

$$\text{Where } P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{OR} \quad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

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 & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

15 MAR 2024

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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 must submit a valid, original or legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned (51% or higher)** must submit a valid, originally certified 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 its 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** must 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 6

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 6.1 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? Level

(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 so 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)

<input type="checkbox"/>	Partnership/Joint venture consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public company
<input type="checkbox"/>	Personal liability company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Non-profit company
<input type="checkbox"/>	State-owned company

WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00 15 MAR 2024	
1)	2)
SIGNED	SIGNED

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:

- (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 or 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 claim from the contractor any damages it has suffered for having had to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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

BID OPENED @ 11:00

15 MAR 2024

1) 2)
SIGNED SIGNED

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

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

BID OPENED @ 11:00

15 MAR 2024

1) 2)
SIGNED SIGNED

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

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

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
To ensure that clients are familiar with 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

General Conditions of Contract

1. Definitions (continued)

- 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 sub-contractors) 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 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.

General Conditions of Contract

- 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 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 required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

General Conditions of Contract

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

General Conditions of Contract

- | | |
|-----------------------------------|--|
| 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 | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none">(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. <p>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.</p> |
| 14. Spare parts | <p>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:</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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 |

General Conditions of Contract

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

General Conditions of Contract

- 19. Assignment** 19.1 The suppliers 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 sub-contractor(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 extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC 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.

General Conditions of Contract

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.

General Conditions of Contract

- 23. Termination for default (continued)**
- 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, Act 12 of 2004, the court may also rule that such a 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 of not less than five years and not more than ten 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 service-provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service-provider 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.

General Conditions of Contract

- 27. Settlement of disputes (continued)**
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to 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.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

General Conditions of Contract

- 33. National Industrial Participation Programme (NIPP)** 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.

BIDDER'S PROFILE

As Western Cape Government Health & Wellness ('WCGHW') will only consider bids from contractors with experience in the provision of fresh and perishable goods to hospitals, historically, this section of the bid document was used to establish bidders' **qualifications and experience** in the provision of such goods, particularly in a hospital environment, and to determine the **type, structure and operational base (nearest office)** of the organization for the purpose of the bid.

Due to the documentary requirements for compulsory registration as a vendor on the Central Supplier Database (CSD) which is a condition of this bid, however, **certain details are already available to WCGHW on the CSD** and a repetition of this information will not be required in this section. To enable WCGHW to access and verify these details, please **ensure that the following documents required for CSD registration are available and current on the system:**

- Registration documents, in particular your BEE certificate and WCBD6.1 form
- Declaration of Interest
- Business particulars, and
- Owners and shareholders' details

QUALIFICATIONS AND EXPERIENCE

1. Please provide the name and title of the person who will be responsible for the execution and control of the contract at hospitals on behalf of your company, if your bid is successful.

Name: _____

Title: _____

ORGANISATIONAL STRUCTURE

4. Please attach as **Annexure A1** an organogram and a description of your organizational structure, detailing how this structure will be applied for the purpose of this bid, if your bid is successful.
3. Please attach as **Annexure A2** a list describing the principles and procedures that will be applied in the management of the contract, if your bid is successful.

DETAILS OF BIDDER'S NEAREST OFFICE

6. If your bid is successful, the nearest office from where you will execute the contract will be/is already/ established (*please delete what is not applicable*) at the following physical address:

UNDERTAKING

7. I, (name in print) _____
 in my capacity as (designation) _____
 and duly authorized, hereby undertake to open and/or maintain an office at the address above from which the catering service shall be conducted and managed during the term of the contract. Staff employed for the purpose of the contract shall be based at the address in the WCBD1 ("the Bid" form)/the address in paragraph 6 above. (*Please delete what is not applicable*).

Signed on behalf of the bidder

Date: _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
 GOODS & SERVICES SOURCING

BID OPENED @ 11:00

15 MAR 2024

1) 2)
 SIGNED SIGNED

GUARANTEE (SURETYSHIP)

WHEREAS Western Cape Government Health and Wellness, hereafter called "WCGHW" has entered into an agreement with the contractor, hereafter called "the Contractor", (name) _____ with its office at (address) _____ for the **provision of** for three years, which agreement forms part in all respects of this guarantee, as if incorporated herein,

AND the Service-provider is obliged to furnish WCGHW with a guarantee to the amount of R_____ in terms of its agreement for the due fulfilment by the contractor of its obligations under the agreement,

AND Bank/insurance company (name) _____, with its office at (address) _____, hereafter called "the Guarantor" is prepared to furnish the aforesaid guarantee,

NOW, THEREFORE, the Guarantor hereby binds itself as surety and co-principal debtor *in solidum* for the due fulfilment by the contractor of all obligations under the agreement. Should the contractor fail to carry out any of these obligations, the Guarantor undertakes to pay on demand to WCGHW at (place/date) _____ the agreed amount of R_____.

A certificate issued by the accountant of WCGHW, stating that the contractor has failed to comply with the conditions of the agreement, and the amount of damage suffered by WCGHW, shall be *prima facie* proof of such failure and of the amount due and payable to WCGHW.

The Guarantor hereby expressly renounces the benefits of the exceptions *non-numeratae pecuniae, non-causa debiti, excussionis et disionis*, with the meaning of which we declare ourselves to be fully acquainted.

The Guarantor chooses as its *domicilium citandi et executandi*, and for all notices and legal processes, the following street address in South Africa: _____

Signed at _____ on _____ 2023.

Signed on behalf of the Guarantor

As witnesses

1. _____

2. _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

15 MAR 2024

1) 2)
SIGNED SIGNED



**Western Cape
Government**

Health

DIRECTORATE: FACILITY BASED PROGRAMMES

Acting Director: Ms Edna Arends

Enquiries: MS Hilary Goeiman / Ms Millicent February

Reference Number: 19/1/5

TO: CHIEF DIRECTORS: Metro & Rural Health Districts, General Specialist and Emergency Services
DIRECTOR: Metro & Rural District Health Services
FACILITY HEADS: Hospitals

Attention: Support Service Managers, Finance Managers, Food Service Managers and Supervisors

CIRCULAR H 179/2017

RE: PROVISIONING OF HALAAL MEALS IN PROVINCIAL GOVERNMENT OF THE WESTERN CAPE HOSPITALS

Purpose:

This document outlines the process and related standard operating procedures (SOP's) for the provisioning of Halaal meals to Muslim patients by non Halaal certified PGWC hospital food service units (FSU's). Also shared in this document is the process and monitoring related to Halaal certification for FSU's.

Executive summary:

The Western Cape Food Service Management Implementation Guidelines currently indicates that FSU's are required to supply meals to various religious and ethnic groups. This statement requires that FSU's that are not Halaal certified ensure that Muslim patients are provided with a suitable meal.

A review of the Western Cape Food Service Management Implementation guidelines (Circular H122/2012) identified the need for clarification related to the provisioning of Halaal meals to Muslim patients. Following consultation with Foodservice Managers and relevant stakeholders the process was mapped and a standard operating procedure (SOP) was developed.

The process to ensure that Muslim patients receive meals that are appropriate and acceptable includes consultation with the patient and family, followed by meal provision via:

1. Acceptance of meals prepared in a FSU (not Halaal certified) but using Halaal food products.
2. Provision of meals by family, in consultation with healthcare professional who oversees patient care.
3. Ready -to-eat Halaal meals procured from a Halaal certified vendor.

FSUs (who are not already Halaal certified) are encouraged to monitor the number of Halaal meals provided and consider Halaal certification when the number of Halaal meals exceeds 30% of meals served, as noted in the FSM implementation guidelines. This includes meeting a set of criteria for certification and monthly monitoring to retain the certification.

Should you require further information related to this matter kindly contact Ms Hilary Goeiman (Tel: 021 483 5663 or E - mail: Hilary.Goeiman@westerncape.gov.za.) or Ms Millicent February (Tel: 021 483 2275 or E-mail: Millicent.February@westerncape.gov.za)



Dr. K. Cloete

Western Cape Government: Health – Chief of Operations

Date: 20/12/17