

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

BID NUMBER: **WCGHGC0434/2024** CLOSING DATE: **FRIDAY, 11 October 2024** CLOSING TIME: **11:00AM**

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENT, THAT INCLUDES: ONE (1) AUTOMATIC FEEDER AND FOLDER WITH IRONING LINE INCLUDING OPERATIONAL TRAINING OF STAFF ON THIS EQUIPMENT AND A COMPREHENSIVE MAINTENANCE CONTRACT REQUIRED BY TYGERBERG CENTRAL LAUNDRY UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

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

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

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

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 Main entrance of Department of Health and Wellness, Supply Chain Management Offices (M9 Building) on the premises of Karl Bremer Hospital c/o Mike Pienaar Boulevard & Frans Conradie Drive**. The bid box is open **Mondays to Fridays from 7 am to 5 pm (excluding public holidays)**. If you are uncertain about the location of the bid box, please call the responsible official, Mr. Johan Van Wyk at (021) 834 9007 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 **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4**. All other mandatory documents held on the CSD will be accepted by the Department of Health (WCGH) 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 Freek Lot at telephone no. (021) 021 918 7632 / 1438 or e-mail Freek.Lot@westerncape.gov.za



C Munnik

pp HEAD OF DEPARTMENT

DATE: 09/09/2024

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

2024 – 10-11

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

PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCGHGC0434/2024	CLOSING DATE:	11 October 2024	CLOSING TIME:	11H00 AM
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENT, THAT INCLUDES: ONE (1) AUTOMATIC FEEDER AND FOLDER WITH IRONING LINE INCLUDING OPERATIONAL TRAINING OF STAFF ON THIS EQUIPMENT AND A COMPREHENSIVE MAINTENANCE CONTRACT REQUIRED BY TYGERBERG CENTRAL LAUNDRY UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays).					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr JOHAN VAN WYK		CONTACT PERSON	MR FREEK LOT	
TELEPHONE NUMBER	021 483 4393		TELEPHONE NUMBER	(021) 918 7632 / 1438	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Johannes.VanWyk2@westerncape.gov.za		E-MAIL ADDRESS	Freek.lot@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER				WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
POSTAL ADDRESS				2024 – 10-11	
STREET ADDRESS				1)..... SIGNED 2)..... SIGNED	
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		

E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.	

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

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

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

COMPULSORY SITE MEETING & SITE VISIT WILL BE HELD

BID WCGHGC0434/2024: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENT THAT INCLUDES: ONE (1) AUTOMATIC FEEDER AND FOLDER WITH IRONING LINE, INCLUDING OPERATIONAL TRAINING OF STAFF ON THIS EQUIPMENT AND A COMPREHENSIVE MAINTENANCE CONTRACT REQUIRED BY TYGERBERG CENTRAL LAUNDRY UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

Compulsory site meeting to take place on **Friday, 4 October 2024 at 10h00** in the boardroom, Tygerberg Central Laundry, Francie Van Zijl Avenue, Parow (on premises of Tygerberg Hospital.)

See details below and it is required that bidders attend the site meeting.

BIDDERS NOT ATTENDING TO SITE MEETING AND VISIT WILL NOT BE CONSIDERED. PLEASE KEEP STRICTLY TO TIME OF SITE MEETING AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE MEETING AND VISIT. Bidders must ensure that they are at the meeting venue at least fifteen (15) minutes before the starting time of the meeting. Doors will be closed at the starting time of the site meeting.

IMPORTANT NOTE: PLEASE KEEP STRICTLY TO TIME OF MEETING AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE VISIT.

Date: Friday, 4 October 2024

Time: 10h00 am (Strictly)

Place: Boardroom, Tygerberg Central Laundry, Francie Van Zijl Avenue, Parow (on premises of Tygerberg Hospital.)

THE COMPLETION OF THE ATTENDANCE REGISTER WILL CONSTITUTE PROOF OF ATTENDANCE.

NB: FAILURE TO ATTEND THE COMPULSARY SITE VISIT WILL INVALIDATE YOUR OFFER

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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DEFINITIONS	
For the purposes of the Description, Implications, Bid Conditions, General Conditions of Contract (GCC), Specifications, Annexures and Appendices, the following definition of words apply as inter alia assigned in the Accounting Officer System.	
Contract:	Comprises the full documentation attached hereto, which will form the basis of the contract that results from the acceptance of a bid.
Department Liaison Officer:	The official appointed in writing by the hospital management to liaise with the Contract Project Officer.
Laundry:	Tygerberg Central Laundry as represented by its management, and which is under the jurisdiction of the Western Cape Department of Health.
Laundry Service Staff:	Any laundry service staff provided by the Successful Bidder.
<u>Management Staff:</u>	Any management staff provided by the Successful Bidder.
<u>Parties:</u>	The Department and the Successful Bidder and each individually shall be referred to as a "Party".
<u>State, Administration, Department:</u>	The Republic of South Africa and/or WCDH according to the context of the sentence in which it appears.
<u>Successful Bidders:</u>	Contractors with the infrastructure and technical ability to successfully undertake large scale laundering duties.
<u>Western Cape Government Health:</u>	The WCGH under which the institution falls, and who called for the bid for the laundry service, required in terms hereof.
Words and expressions defined in any paragraph shall, for the purpose of that paragraph, bear the meaning assigned to such words and expressions in that paragraph.	

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

- 1. Laundry services to Health institutions are always very contentious issues because of the great need for stringent control to ensure the prevention of cross infection and distribution of infectious diseases. On the other hand, the Western Cape Government Health (WCGH), like any other State Department, also has the social responsibility to promote the Preferential Procurement Regulations laid down by the Government in various policy documents.
- 2. The WCGH, on behalf of Tygerberg Central Laundry, hereby invites bids from reputable and recognised sophisticated laundry equipment concerns for the supply, delivery, installation, testing, commissioning and training of laundry equipment, that includes: - **ONE (1) AUTOMATIC FEEDER AND FOLDER WITH IRONING LINE, INCLUDING OPERATIONAL TRAINING OF STAFF ON THIS EQUIPMENT AND A COMPREHENSIVE MAINTENANCE CONTRACT REQUIRED BY TYGERBERG CENTRAL LAUNDRY UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS.**
- 3. Bidders are requested to bid in total for all listed laundry equipment. Prices must include all overhead costs.
- 4. The Department has a social responsibility to promote the preferential procurement policy laid down by Government and provision for preferences to bidders in this regard is provided in the bid documents.
- 5. This bid will be evaluated on the Bidder's proven ability to provide the service i.e. infrastructure, technical specifications, operational capacity and maintenance history as well as the 90/10 Preference Procurement Points System as provided for in the bid documents. (Refer to the attached form WCBD 6.1).
- 6. The bid will be evaluated as per the technical specifications as detailed in the below sections. Bidders to bid as per the technical specifications and no alternative equipment deviating from the technical specifications will be considered.
- 7. The bid will be awarded subject to the inspection of a facility/s where this equipment has been installed, fully operational and maintained outside the Western Cape Province by duly authorised representatives of the Department and a visit to the bidder's technical/maintenance facility.

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Par.	Section 1: SCOPE
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THE SCOPE OF THIS BID:

1. THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENT, THAT INCLUDES:

- 1.1 One Ironing Line which includes
- a. Automatic Feeder Spreader with Electronic Monitor
 - b. Two (2) Flatbed roller ironer
 - c. Automatic Folder & Stacker

A comprehensive performance acceptance test procedure shall be compiled to verify capacities and performance more than the minimum specified.
Final acceptance and hand-over of the plant shall only be taken on successful completion of the acceptance tests.

Also includes the training of staff on the operational aspects of above-mentioned equipment.

WESTERN CAPE GOVERNMENT: HEALTH

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Par.	Section 2A: BID SPECIFICATION
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2.1 AS-BUILT DRAWINGS AND OPERATION AND MAINTENANCE MANUALS

- a. Three (3) sets of “as-build / as installed” drawings of the complete Continuous Batch Washer installation.
- b. Three (3) sets of comprehensive Operation and Maintenance Manuals. Each major component of the installation shall be detailed separately including a separate manual covering electrical and controls. One final manual shall detail the integrated system.
- c. Three (3) electronic copies of the manuals shall be provided on CD in Word, Excel and PowerPoint format as required.

2.2 TRAINING AND SUPERVISION

- a. A comprehensive training course shall be developed for on-site training of operators, supervisors, and maintenance staff. The Contractor shall certify at the completion of the course that trained personnel are competent to operate the equipment in accordance with the manufacture's requirements.
- b. Three (3) further refresher courses shall be conducted on a quarterly basis during the 12 months guarantee period.
- c. The Contractor shall also provide (six) week's full time operating supervision after successful hand-over of the installation.

2.3 5-YEAR EXTENDED WARRANTEE AND MAINTENANCE CONTRACT

- a. After the initial maintenance and guarantee period a further 5-year warrantee with an associated 5-year preventative maintenance plan shall be provided on all the equipment.

2.4 SITE AVAILABILITY

The Contractor shall make provision for safe storage on site and comprehensive insurance cover for the goods until such time is ready for installation of the new equipment.

2.5 IRONER: OVERVIEW OF LINE

The ironer line shall be suitable for large sheets, draw sheets, lotions, and pillowcases.

The ironer line shall be supplied complete with the following components:

- a. Automatic spreader sheet and small piece feeder
- b. High speed ironer
- c. High speed folder with stacker

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3. EQUIPMENT SPECIFICATIONS:

3.1. Feeder

3.2. General:

The standard feeder shall be suitable for feeding large items in single lane operation and smaller items in two lane operation via an automatic spreading device. It shall have a working width of not less than 3000mm. It shall also be possible to manually feed small pieces, such as pillowcases, directly onto the feed belts of the feeder if require in four lane operations. The feeder shall be capable of 1300 machine cycles in single lane operation and up to 2000 machine cycles in 2 lane operation.

3.3. Special Features

The feeder shall have the following features which will ensure highest operator productivity and good quality of work:

3.4. Feeding Stations

The feeder shall be equipped with a minimum of 4 feeding stations to ensure high productivity. The spreading device shall start automatically with two corner clamps on both sides (4 clamps in total) and the articles are fed into the clamps at the feeder. Once both corners end of the article is fed into the clamps at the feeding stations. It shall not be necessary for the operator to push a button to start the spreading action.

3.5. Vacuum transfer bar

The feeder shall be equipped with a vacuum transfer bar to transfer the leading edge of the of the item onto the vacuum table.

3.6. Vacuum table

The vacuum table shall contain antistatic perforated belts, which shall take the work into the ironer. The vacuum shall ensure that the work is held in position on the perforated belts.

3.7. Vacuum chute and spreading brushes

The feeder shall be equipped with a vacuum chute for effective shake, out of treatment of the linen and upper spreading brushes in one- and two-lane operation to ensure high quality.

3.8. Stretching conveyor

The feeder shall be equipped with a stretching conveyor which will stretch out the large

articles before they are deposited into the ironer.

3.9. Control Panel

The feeder control panel shall contain at least the following:

- 3.9.1. On/Off switch for the machine
- 3.9.2. On/Off switch for the motors for the vacuum chute
- 3.9.3. Emergency stop button for the whole ironing line
- 3.9.4. The control panel of the ironer shall also be positioned at the feeder, from where all the parameters that determine the ironing parameters are inputted e.g., speed and temperature. The folding program shall be set at the control panel at the folder.
- 3.9.5. Production statistics information per line.

3.9.6. Piece counter

The feeder shall be equipped with a piece counter for all 4 feeding stations.

3.9.7. Lighting

The feeder shall be equipped with lighting to assist the operators in identifying dirty or torn articles if linen.

3.10 Ironer

3.1 General:

The ironer shall consist of at least 2 rolls, each having a minimum diameter of 1200mm and a minimum working width of 3000mm. It shall have a theoretical evaporative capacity equivalent of at least 1200 Large Cotton Sheets (as detailed below) per hour when supplied with steam at 850 kPa and accounting for the installation altitude and the coverage of the ironer rolls.

The bidder shall submit a data sheet of the ironer with this tender certifying that these criteria are achievable for the offered ironer, including a calculation sheet showing the output practically achievable on the following work pieces:

- 3.1.1 Large cotton sheets (in single lane operation):
each weighing average 700 gms
and measuring 2750 x 1800 mm
- 3.1.2 Cotton Draw sheets (in two lane operation):
each weighing average 280 gms
and measuring 1800 x 900 mm
- 3.1.3 Green Theatre sheets (in two lane operation):
each weighing average 210 gms

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and measuring 1350 x 900 mm
all having a Moisture Retention of 40% down to approximately 2% Relative Moisture.

The covered ironing surface **(including a distance between the sheets of 400mm for calculation purposes)** and steam pressure of 8.5 bar and altitude shall be considered when calculating the theoretical output of the ironer.

3.2 Features:

The ironer shall have the following features, which are all important to achieve optimum throughput and quality:

3.2.1 Tested pressure

The ironer bed shall be approved with a minimum of 1300 kPa operating pressure and shall be tested up to 2900 kPa pressure.

3.2.2 Rolls

The ironer shall have at least two rolls each not less than 1200 mm diameter.

3.2.3 Service and stand-by

To facilitate that the covering material is not unduly stressed when the ironer is not ironing work, the rolls shall automatically be raised a minimum of 145 mm when not in use.

3.2.4 It must be possible to lift the rolls a minimum of 400 mm out of the beds for cleaning bed surfaces and/or service work. This shall be affected by means of the computer control.

3.2.5 Insulation:

To provide for acceptable working conditions and higher productivity for the personnel working near the ironer as well as lower heating costs, the ironer shall be encased by insulated steel panelling on all six sides i.e., top, sides, front, back and bottom of the ironer. Top insulation shall be at least 50mm thick, whilst the side panel insulation shall be at least 30mm thick. This shall ensure hand warm external panel temperatures during operation.

3.2.6 Heat loss:

When the ironer is stopped for production breaks, notwithstanding that the rolls have been lifted out of the steam beds, the top panelling shall remain in place and totally encase the frame of the ironer, preventing loss of heat to the environment from the heated beds.

3.2.7 Extraction:

A central extraction exhaust duct, with an integrated wax trap, must be supplied.

3.2.8 Bed Design:

The ironer bed must be designed to ensure good adaption to the rolls. It must be made of high grade, extremely smooth and highly polished steel, including the bridge between the rolls. To ensure good thermal conductivity, the thickness of the bed must not be more than 10mm and shall be of the laser welded sandwich design with narrow flow channels.

3.2.9 Drive:

The ironer shall be equipped with a maintenance free three-phase standard motor. Speed regulation shall take place by means of a frequency inverter.

- 3.2.10 Heating:
The ironer must be equipped with floating ball condensate traps, with the steam supply from above and the condensate at the bottom of the beds. The steam and condensate pipelines must be insulated.
- 3.2.11 Other:
The ironer shall be fitted with an ironer tape monitoring device which will alert the operators when a tape is broken.
A manual override switch for remote moving of the roll shall be fitted for use when changing roll clothing or ironer tapes.
The ironer shall be fitted with an automatic heating up and cooling device. Please supply a description on how this is affected with the tender offer.
The ironer shall also be fitted with a ladder and hand railing.

3.3 Controls

The ironer control panel shall be mounted at the front of the feeding component next to the in feeder and shall have a minimum of the following controls:

- 3.3.1 ON/Off mains switch
- 3.3.2 ON/Off switch for exhaust fan
- 3.3.3 digital display of the ironing speed in m/minute
- 3.3.4 digital display of each bed temperature
- 3.3.5 digital display of exhaust air temperature
- 3.3.6 a switch for raising and lowering the rolls
- 3.3.7 a potentiometer for adjusting the speed of the ironer
- 3.3.8 a running hour counter

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4 **Folder and stacker**

- 4.1 General:
It shall be possible for the folder to execute three lateral and three cross folds, with stacking, in single lane operation, and three lateral and two cross folds in two lane operation with stacking. In 4 lane operation, with manual feeding a single lateral fold shall be executed, with the folded articles then being deposited onto the take-off table.

- 4.2 Features:
The folder shall have the following features, which are all important to achieve optimum throughput and quality:

- 4.2.1 Antistatic design
To break the antistatic forces building up in the moving work, the work shall be lifted off the antistatic belts prior to folding by means of steel fingers. The folder shall also be equipped with an electrical antistatic device.

In order to ground all static charges, all rollers over which the belts and/or work

pass shall be made of steel and fitted with solid metal roller bearings (ie. Plastic bearing will not be accepted).

4.2.2 Length Fold technology

For each length fold an air blast shall be used, the duration of which shall be adjustable via the PLC control for each folding program.

4.2.3 Cross Fold technology

The first and second cross folds shall be executed using a folding blade which pushes the work between two folding rollers, whilst the third cross fold shall utilize a combined reversing belt and blade folding principle.

4.2.4 Stacker

An integrated stacker shall be included. Pieces that are passed through the folder which are out of a specified length range, or which are a new item will trigger a new stack.

4.2.5 Counting

The number of items processed for each fold programme in single and four lane operation shall be stored in the Control panel for later management evaluation and monitoring. Information on this machine must be equipped with a download facility.

4.2.6 Speed synchronisation

The drive of the folder shall be automatically synchronised with the speed of the feeder and ironer.

4.2.7 Programme selection

The operator shall be able to select the appropriate iron and fold programme, or the folder shall automatically choose its fold programme according to the size of the item. If a piece is fed into the folder, which is smaller or larger than the programmed size, the folder shall automatically override the fold programme to avoid clogging. The folder shall have the facility for automatic coupling of lanes in 1, 2 (automatic speeding feeding) and 4 lane operation (manual feeding) to avoid clogging. If the linen item is wider than the selected lane the adjacent lane is automatically activated and added.

Up to 99-fold programmes shall be possible.

4.2.8 Fold table

The folder shall be equipped with a movable take-off table at least 600 mm wide for items that are not to be stacked e.g., Pillowcases.

4.2.9 Mobility

The folder shall be equipped with transport wheels

GENERAL

5. ELECTRICAL

All electrical work associated with the various installations as described in this document shall form part of this specification and the cost thereof shall be included in the bid price.

The works shall include the supply, delivery, installation, testing, commissioning and maintenance of the electrical installation required for its successful operation in terms of this document. The works shall be complete in all respects and include every item of equipment and all accessories and services required unless specifically excluded.

Should there be any ambiguity in this part or, between this part and the rest of the document tenderers shall apply to the Department for a written ruling clarifying the same. If no ambiguity is pointed out, it shall be taken that none exists.

6. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall take all necessary steps to ensure that his operation complies with the requirements of the Act.

The Contractor shall be required to obtain a legal compliance inspection report of the installations from an approved inspection authority (NOSA or SANS).

7. INSTRUCTION TO CLIENT'S STAFF

The Contractor shall make proper allowance in their tender price for the instruction of the Client's staff in the day-to-day operation, minor maintenance and repair. Referred to Training prescribed elsewhere in the document.

Plant operators shall be fully trained to identify minor system faults and how to go about to correct and adjust parameters to prevent intermittent downtime. All major breakages and repairs shall be reported to be dealt with on an ad hoc basis.

8. SPARE PARTS AND AGENCIES

Where the Contractor offers plant embodying units of manufacture other than those of their principals and for which they are not accredited South African agencies, and for which they do not stock spare parts, they should state in the tender the name of the accredited South African agents from whom spare parts for such units are obtainable.

In all cases, the Contractor should furnish an undertaking from agents to the effect that they are prepared to carry the necessary stock of spare parts for their units.

9. **TOOLS**

All special tools required, i.e. tools specially designed for the particular equipment offered, must be supplied and listed in the tender offer and included in the tender price. In the case of a number of identical items of plant being supplied it will only be necessary to supply two sets of tools covering all units, and not one set for each unit.

10. **SCOPE OF MAINTENANCE AND SCHEDULE**

The Contractor shall be responsible for the complete maintenance of the ironer in accordance with the requirements of the manufacturers for the first 12 months after commissioning and thereafter for a further 5 years. For this purpose, the Contractor shall prepare a detailed inspection check list and maintenance/service schedule with log sheets of all functions to be carried out at each inspection and service point prior to the hand-over of the installation for approval by the Head of Tygerberg Central Laundry.

Each service shall include thorough cleaning of the equipment. The ironer shall be inspected for abnormal vibration, noise, functioning, etc. and adjusted where tolerances and factory setting are no longer within the normal operating ranges. All parts and equipment requiring lubrication and/or transmission oils shall be checked and lubricated as required.

The Contractor shall in accordance with the maintenance schedule allow for any additional maintenance work (breakage including) that may be required at different service intervals to keep the facility fully operational and in a good working condition over and above the previously specified.

11. **PROGRAMMING OF WORKS**

A formal installation and commissioning programme have to be developed with Sub-Directorate: Laundry Services and Head Office: SCM for approval by Head Office: Infrastructure Management. The project will be monitored by the Project Commissioning Unit based within Facilities Management.

12. **ACCEPTANCE / RELIABILITY**

The ironer, automatic feeder and folder must be designed for intermittent 24-hours per day, and 7 days per week operation.

System uptime shall be $\geq 98\%$. System uptime will be calculated as follows:

System uptime = $\frac{\text{(scheduled hours running - unscheduled hours down)}}{\text{Scheduled hours running}}$

Cumulative system uptime will be based on a one (1) month period beginning after commissioning and hand - over.

Unscheduled downtime is defined as; the period of time that equipment is not running due to an electrical, mechanical, or software problem or failure.

Production capacity shall be monitored continuously during the guarantee period and the Contractor shall be required to adjust the system and rectify all shortcomings to ensure design production capacities are achieved or exceeded.

The Construction guarantee as required by the Conditions of Contract shall not be released until such time as the system has performed reliably as defined above.

13. MAINTENANCE, REPAIRS AND GUARANTEE INCLUDING AN EXTENDED 5 YEAR MAINTENANCE PLAN AND WARRANTY

GENERAL

The Contractor shall be responsible for the complete servicing of the plant for a further 5 years following the full maintenance and guarantee period. During this period, the Contractor shall service, maintain and adjust all plant and equipment in perfect operating condition. The terms of the maintenance contract will be reviewed in line with the installation and commissioning programme of the equipment.

The Contractor shall provide an acceptable 5-year extended warrantee from each equipment manufacturer to cover any failure due to mechanical, electrical, or electronic malfunction. The Contractor shall therefore ensure that operators are sufficiently trained to operate the plant as breakdown repair costs because of incorrect operation due to lack of training shall be for the Contractors account.

The Contractor shall allow in his bid price for the inspection and the full service of the ironer, folder and automatic feeder every 6 weeks (over weekends). The Contractor shall be responsible for the full servicing of all components of the installation in accordance with the manufacturer's/supplier's instructions.

Copies of maintenance/service reports shall be submitted to the Head of Tygerberg Central Laundry after each service.

Contractors to take special cognizance of the fact that the Department require a Technician for 32 hours per month (for the warranty as well as the extended 5-year warranty period). This requirement must be included in the costing of the contract.

14. CONSUMABLES AND TRAVELLING

The Contractor shall allow for all consumable materials necessary for servicing such as lubricating oils, grease, filter cartridges and cleaning materials.

The Contractor shall also allow for all travelling expenses related to normal scheduled maintenance.

15. SPECIALISED EQUIPMENT MAINTENANCE

The Contractor shall be required to provide specialists maintenance and servicing of the PLC system according to the manufacturer's specification.

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The same extended warrantee shall be provided.

16. PLANNED DOWNTIME

The Contractor shall plan all plant downtime for scheduled maintenance over weekends in conjunction with the Head of Tygerberg Central Laundry Manager.

Component replacement and repairs as part of preventative maintenance shall where possible be scheduled for maintenance days. On operational days the plant shall be momentarily stopped to adjust or replace defective/problematic equipment only when operational efficiency is not adversely affected.

Only under extreme circumstances will the Contractor be allowed to stop the plant operation for scheduled maintenance.

17. REPAIRS NOT COVERED UNDER THE WARRANTY

All repairs must be covered under the extended warranty.

The four (4) definable components shall be:

- ☐ Supply and/or Manufacturing Costs (copies if Tax invoice(s))
- ☐ Installation Costs (Labour cost to company and sundry consumables)
- ☐ Travelling and Accommodation
- ☐ Fixed % mark-up-profit and overheads (labour, travel and accommodation excluded)

The Contractor shall provide full details and cost breakdown for approval by the Department.

18. REPORTING OF BREAKDOWNS

The Contractor shall prepare a short breakdown report covering the following items:

- ☐ Sub-system (i.e., Ironer, Feeder and automatic folder)
- ☐ Component/Equipment function.
- ☐ Possible reason(s) for failure.
- ☐ Possible system adjustments/modifications to prevent re-occurrence.
- ☐ Estimated downtime required.
- ☐ Repair Cost Breakdown.

19. COSTING AND ADMINISTRATION

After the notification of a breakdown the Contractor shall prepare a quotation in a mutually agreed breakdown format for approval. The Contractor shall submit his quotation within 48 hours.

The Contractor shall keep detailed records of each breakdown. The records shall be summarized and forwarded to the Department on a quarterly basis.

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20. **APPROVALS**

The Contractor shall submit his cost breakdown to the Department (Head of Tygerberg Central Laundry) for evaluation and subsequent client approval. The Department shall formally instruct the Contractor to proceed once client has been obtained.

Major repairs undertaken without the Departments instruction are at the Contractors risk.

21. **GUARANTEES AND CERTIFICATION**

The Contractor shall provide a comprehensive 24-month guarantee on all replaced/repaired equipment, materials, and workmanship.

The Department will only consider certification once an acceptable written guarantee is received. The Contractor shall submit his tax invoice for the repair work with the mentioned guaranteed documentation.

22. **DOWNTIME**

Plant downtime due to breakdowns shall be limited/avoided as far as possible. The contractor shall make provision and allow for contingency plans when a total failure of the ironer occurs. In the event of an ironer breakdown the Contractor shall immediately determine what extent of downtime will be.

23. **EXPERIENCED CONTRACTOR**

Only experienced contractors who have successfully completed similar type end capacity installations in South Africa shall be considered. Contractors shall prove beyond doubt that they have the capacity and equipment technology to provide an installation of highest quality and reliability.

The Contractor must provide full details and proof of the previous preventative maintenance contracts and major repair work done for other companies or Government Departments.

The contractor must provide proof of his/her technician's qualification. The Technician shall at least have an Artisan Qualification in Electrical, Mechanical or both.

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BID WCGHGC0434/2024: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENT THAT INCLUDES: ONE (1) AUTOMATIC FEEDER AND FOLDER WITH IRONING LINE INCLUDING OPERATIONAL TRAINING OF STAFF ON THIS EQUIPMENT AND A COMPREHENSIVE MAINTENANCE CONTRACT REQUIRED BY TYGERBERG CENTRAL LAUNDRY UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

Par.	Section 2B: FINANCIAL SUMMARY
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WCBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

Bid prices shall be quoted as follows in SA currency, inclusive of VAT:

- 1. **Total price** for all laundry equipment as stated underneath, **inclusive of overhead costs, delivery on site, installation, commissioning and training of staff.**
- 2. The Bidder is required to obtain sufficient forward cover to cover the cost of changes in foreign exchange rates for all equipment procurement items.
- 3. The rate of exchange to be used for the costing of the tender offer must be the exchange rate published by the South African Reserve Bank at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

Note: Bids will be adjudicated in terms of a total costs for all laundry equipment. Bidders must quote on all equipment listed. Failure to do so will disqualify the bid.

Name of bidder.....	Bid number: WCGHGC0434/2024
Closing Time 11:00 am	Closing date: 11 October 2024

Item No.	Equipment	Laundry	Price including VAT
1.			
1.1	One (1) automatic feeder and folder with ironing line.	TYGERBERG CENTRAL LAUNDRY, PAROW	R
	TOTAL BID PRICE INCLUDING VAT:		R

<u>Maintenance Options</u>	WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00
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1.2	Preventative maintenance contract.	R per month
1.3	Comprehensive maintenance contract. After expiry of the guarantee period, the accepted maintenance charges are to remain firm for the first 12 months after the expiry of the guarantee period and thereafter may be subject to an annual increase. If the maintenance tariff is subject to adjustments, this component must be linked to the SEIFSA indices and/or the Consumer Price (P0141.1) and/or Production Price (P1042.1) indices of the Central Statistical Services, with the month prior to the expiry of the guarantee period as base month, which will serve as basis on which adjustment is to be applied for. The adjustment formula shall provide for a minimum fixed factor of 15 % of the maintenance charged which shall not be subject to adjustment and only the formula as per WCBD 3.1/2 (see page 68 of this document) will apply and considered by the Department.	R per month

SCHEDULES

- The following schedule of equipment shall be completed in full and returned with the bidder's offer.
- Failure to comply with this condition may invalidate the bid.

PRICE BREAKDOWN SCHEDULE / PRICE SUMMARY

NB: ALL PRICES ARE INCLUDING VAT

CONTRACT PRELIMINARIES AND GENERAL

Total: R _____

TOTAL: Preliminaries and general

DESIGN, SUPPLY, DELIVERY AND STORAGE

General

1. Engineering Design and Drawings of Facility R _____

2. Secure Storage of Equipment on Site – Containerized R _____

3. Transport, Rigging, Craneage and Delivery of Equipment included in equipment price

4. All Risk Insurance – additional R _____

TOTAL: General R

Electrical, Switchboards and PLC Controls

1. Supply (net foreign costs) R _____

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2. Supply (net local costs)

R_____
3. Duties, Taxes and Customs charges

R_____
4. Contractor's mark-up and profit

R_____
5. Packing

R_____
6. Other (specify)

R_____

TOTAL: Electrical, Switchboards and PLC

R

Automatic Feeder

1. Manufacture and Supply (net foreign costs)

R_____
2. Manufacture and Supply (net local costs)

R_____
3. Duties, Taxes and Customs charges

R_____
4. Contractors mark-up and profit

R_____
5. Packing

R_____
6. Other (specify)

R_____

TOTAL: Automatic Feeder

R

Ironer

1. Manufacture and Supply (net foreign costs)

R_____
2. Manufacture and Supply (net local costs)

R_____
3. Duties, Taxes and Customs charges

R_____
4. Contractors mark-up and profit

R_____
5. Packing

R_____
6. Other (specify)

R_____

TOTAL: Ironer

R

Automatic Folder

1. Manufacture and Supply (net foreign costs)

R_____
2. Manufacture and Supply (net local costs)

R_____
3. Duties, Taxes and Customs charges

R_____
4. Contractors mark-up and profit

R_____
5. Packing

R_____

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6. Other (specify)

R_____

TOTAL: Automatic Folder

--

Sundry Items

1. Travelling and Accommodation (Technician/s)

R_____

2. General Office Administration and Overheads

R_____

3. (Specify)

R_____

TOTAL: Sundry

R_____

TOTAL: DESIGN, SUPPLY, DELIVERY, STORAGE

R_____

INSTALLATION, COMMISSIONING AND TESTING

General

1. Site Establishment

R_____

2. Unpacking, Craneage and Rigging of
Equipment into Position

R_____

3. Materials, Labour and Consumables

R_____

TOTAL: General

R_____

Setting Out and Installation

1. Automatic Feeders – complete

R_____

2. Ironers – complete

R_____

3. Automatic Folders – complete

R_____

4. Steam, Electrical and Compressed Air connections

R_____

5. Protective barriers around all equipment

R_____

TOTAL: Setting Out and Installation

R_____

Note: Contractor to familiarise themselves at the site visit with the location of Services and DB Boards. Contractors to indicate to the Department, location of isolating valves, on service lines. Contractor will be responsible for all services from isolating valves to equipment, including hangers, lagging etc. Contractors will be responsible for all cabling from DB Boards to equipment including cable trays. Must be included in price.

Testing and Commissioning (no load conditions)

1. Individual start-up testing and fault fixing (debug)

R_____

2. Systems Integration, Adjustment and Commissioning

R_____

TOTAL: Testing and Commissioning (1)

R_____

Testing and Commissioning (load conditions)

1. Full Load Testing and Verification

R_____

2. Performance Acceptance Test

R_____

TOTAL: Testing and Commissioning (2)

R_____

Other (specify)

1. Operation and Maintenance Manuals

R_____ (each)

2. Operator Training

R_____ (each)

3. One (1) year guarantee

R_____

4. One (1) year service/maintenance
(every 6 weeks) x Cost per
Service/Maintenance visit

R_____ Service/Maintenance Frequency

5. Legal Compliance (Provincial sum)

R_____

TOTAL: Other

R_____

TOTAL: INSTALLATION, TESTING AND COMMISSIONING

R_____

5-YEAR EXTENDED WARRANTY AND MAINTENANCE PLAN

5-YEAR EXTENDED WARRANTY:

Extended warranty from equipment manufacturer

TOTAL: Warranty

R_____

YEAR 1

1. General Office Administration and Overheads

R_____

2. Travelling and Accommodation

R_____

3. Material

R_____

4. Labour

R_____

5. Consumables

R_____

6. Management Reporting

R_____

7. Other (Specify)

R_____

TOTAL: Year 1: Service/Maintenance

R_____

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Percentage annual increase in service/maintenance tendered:

Total: Year 2: Service/Maintenance: (Year 1 x % increase) = R

Total: Year 3: Service/Maintenance: (Year 2 x % increase) = R

Total: Year 4: Service/Maintenance: (Year 3 x % increase) = R

Total: Year 5: Service/Maintenance: (Year 4 x % increase) = R

TOTAL: EXTENDED WARRANTY AND MAINTENANCE R

PRICING SUMMARY

TOTAL: PRELIMINARIES AND GENERAL R

TOTAL: DESIGN, SUPPLY, DELIVERY, STORAGE R

TOTAL: INSTALLATION, TESTING AND COMMISSIONING R

TOTAL: EXTENDED WARRANTY AND MAINTENANCE R

TOTAL INCLUDING VAT R

TOTAL CARRIED FORWARD TO BID FORM WCBD 3.1 R

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

- A. Does the offer comply with specifications? Please circle your option. YES/NO
- B. If not to specification, please indicate deviation(s). If the space provided is insufficient, please provide full details on a separate sheet against each question. _____
- C. Are you registered in terms of sections 23 (1) or 23 (3) of the Value Added Tax Act, 1991 (Act no 89 of 1991)? Please circle your option. YES/NO
- D. If so, state VAT registration number. _____
- E. Details of normal business operations. _____
- F. Details of previous experience and contracts for this type of services provided to the State. _____

- G. Details of current contracts for this type of services. _____

- H. Is/are the price(s) firm for the duration of the contract? Please circle your option. YES/NO
- I. Are all electrical work and PLC (Personal Logic Computer) controls as specified included in this bid?
YES/NO
- J. Will your complete systems fit into the space available? YES/NO
- K. Is the tenderer an accredited agent for the equipment offered? YES/NO
- L. For how long has the tenderer been an accredited agent for this equipment?

- M. For what area, if any, in the Republic of South Africa (RSA) is the bidder the sole accredited agent?

- N. Does the bidder have in his full time employ any qualified engineers or factory trained mechanics for servicing the equipment and if so, where are they stationed in the RSA?

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O. Does the bidder at present carry a full range of genuine spares for the equipment offered?

YES/NO

P. Brand name and model. _____

Q. Country of manufacture. _____

R. Are you the manufacturer? Please circle your option. YES/NO

S. Period required for delivery. _____

T. Is the delivery period firm? Please circle your option. YES/NO

U. Indicate guarantee period. _____

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

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WCBD 3.1/2

Definition of pricing structures

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

1. Firm prices

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

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

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

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

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

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

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

2. Non-firm prices

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

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

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

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

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

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

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

Where:

Pa = The new escalated price to be calculated.

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

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

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

R1o, R2o = Index figure at time of bidding.

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

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

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

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

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

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

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BID WCGHGC0434/2024: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENT THAT INCLUDES: ONE (1) AUTOMATIC FEEDER AND FOLDER WITH IRONING LINE INCLUDING OPERATIONAL TRAINING OF STAFF ON THIS EQUIPMENT AND A COMPREHENSIVE MAINTENANCE CONTRACT REQUIRED BY TYGERBERG CENTRAL LAUNDRY UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

Par.	Section 3: GENERAL CONDITIONS
3.1	BID CONDITIONS:
3.1.1	The bidder shall bid for the supply, delivery, installation, testing, commissioning and training of laundry equipment as indicated in the bid documents subject to the terms and conditions as indicated hereunder and in the specifications.
3.2	SKILLS AND CAPABILITIES:
3.2.1	The bidder must have the skills and capabilities with regards to the supply, delivery, installation, testing and commissioning of this bid specification. Also including training of staff with regards to the operating of the equipment.
3.3	GENERAL
3.3.1	The Representative (Head Support Service or Delegated Official) of the Institution will act as the Departmental Liaison Officer who will monitor the rendering of the service as mentioned in this contract.
3.3.2	The successful bidder must comply with all the requirements of the specifications.
3.4	CONTRACT PERIOD:
3.4.1	The contract, between the Western Cape Government Health Department and the Successful Bidder, will become effective on the day on which it is signed, or the 1st day of the following month, unless otherwise provided in the agreement.

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BID WCGHGC0434/2024: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LAUNDRY EQUIPMENT THAT INCLUDES: ONE (1) AUTOMATIC FEEDER AND FOLDER WITH IRONING LINE INCLUDING OPERATIONAL TRAINING OF STAFF ON THIS EQUIPMENT AND A COMPREHENSIVE MAINTENANCE CONTRACT REQUIRED BY TYGERBERG CENTRAL LAUNDRY UNDER THE CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS

Par.	Section 3: GENERAL CONDITIONS
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3.4 CONTRACT PERIOD (continued):

3.4.2 The bid price(s) must be quoted inclusive of VAT.

3.5 VALIDITY PERIOD OF BID:

3.5.1 Bid validity period is 60 days from the closing date of the bid.

3.5.2 If the bid is withdrawn within this period, the bidder may render himself liable for damages if a less favourable bid has to be accepted.

3.6 PRICING:

3.6.1 Subject to the provisions of General Condition of Contract (GCC), the figures as detailed in pricing schedule (WCBD 3.1) can be used for estimation purposes.

3.6.2 The bidders must calculate a bid price for the total of all equipment as indicated in the specifications.

3.7 COMPULSORY INFORMATION SESSION:

3.7.1 A compulsory information session and site meeting will be held as follows:

INSTITUTION	DATE	TIME
TYGERBERG CENTRAL LAUNDRY	FRIDAY, 4 OCTOBER 2024	10h00
BOARDROOM		

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

- 3.8.1 Bids are scheduled manually in this office. The bid has consequently been drawn up so that certain essential information is to be furnished in a specific manner. Any additional information should be furnished on a separate Annexure with the bidder's offer.
- 3.8.2 The bid forms may not be re-typed or re-drafted, photocopies may be prepared and used but must be signed in the original.
- 3.8.3 Black or red ink shall be used to fill in bids.
- 3.8.4 Unless specifically provided for in the bid invitation, no bid by telegram, telex or fax will be considered.
- 3.8.5 These conditions form part of the bid and failure to comply herewith may invalidate a bid.

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Par.	Section 3: GENERAL CONDITIONS
3.9	BID DOCUMENTS (continued):
3.9.1	The following documents form an integral part of this specification:
3.9.1.1	Forms WCBD 1, WCBD 3.2 and WCBD 6.1
3.9.1.2	Bid Specifications
3.9.1.3	General Conditions of Contract (GCC)
3.9.2	Bidders must bid in accordance with the requirements stipulated in the Financial Summary Section 2 of the bid documents, which are attached as annexures.
3.9.3	Bids will be liable for rejection unless they are submitted on the aforementioned forms that must be fully completed and returned with conditions and specifications signed in the original as required.
3.10	ALTERATION OF BID DOCUMENTS:
3.10.1	No alterations, erasures, omissions or additions shall be made to the text or condition of these documents. Should any unauthorised change be made, the same will not be recognised but the original document shall apply.

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Par.	Section 3: GENERAL CONDITIONS
3.11	QUALIFICATIONS OF BIDDERS (continued):
3.11.2	Bidders must submit detailed information together with their bid documents of their Technician in the laundry trade and must furthermore submit acceptable proof of the ability to supply quality service and submit a list of present technical laundry contracts together with their bid documents. (Annexure A: Appendix 1).
3.11.3	In the case of partnerships or Close Corporations, an affidavit reflecting the names, ID numbers and addresses of partners or members and in the case of a company, such information regarding the Directors must be submitted with the bid documents, together with a copy of the <u>latest</u> audited <u>financial statement</u> and a Tax Clearance Certificate. (Annexure A: Appendix 2).
3.11.4	The Department does not bind itself to accept the lowest or any bids and reserves the right to accept the proposal which it deems to be in the best interest of the WCGH even if it implies a waiver by the Department of certain bid requirements which the Department considers to be of minor importance and not complied to within the proposal.
3.12	EVALUATION CRITERIA:
3.12.1	The bids will be evaluated according to the 90/10 Procurement Preference Points System. See the attached WCBD 6.1

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Par.	Section 3: GENERAL CONDITIONS
3.13	INDEMNITY:
3.13.1	The Successful Bidder agrees to hold the Department harmless and keep it indemnified against any actions, demands, suits, proceedings, costs and expenses which may be taken or made against the Department or loss or damage, from any cause arising or be incurred or become payable by the Department flowing from damage or loss to property or death or injury to persons caused in execution of the Services.
3.14	DUTIES OF THE DEPARTMENT:
3.14.1	The Department hereby entrusts all such powers and duties to the Successful Bidder as are required to enable the Successful Bidder to lawfully perform its duties in terms of the Contract effectively and competently.
3.14.2	The Department shall provide the Successful Bidder with timely access to information reasonably required by the Successful Bidder to perform its duties under the Contract.
3.15	ASSIGNMENT:
3.15.1	Neither the benefits nor the obligations under the contract may be ceded or assigned by either Party except with the prior consent of the other Party.
3.16	TRANSFER AND CESSION:
3.16.1	The successful bidder must render the proposed laundry service himself and the use of sub-contractors will not be allowed without the Department's prior written permission.
3.16.2	The successful bidder may not cede, transfer, sell or alienate in any way the contract or any part thereof to any other person or company within the first six months of the contract period.
3.17	ACCOUNTING AND LIAISON:
3.17.1	The Department and the Successful Bidder shall each appoint a Departmental Liaison Officer respectively who shall work in close cooperation in order to facilitate the flow of information, solving of problems, accounts, payments, etc between parties.
3.17.2	The Successful Bidder must keep to General Acceptable Accounting Practices and will keep all accounting records in respect of paragraph 1 in this document.
3.17.3	The accounting period shall run from the first day until the last day of each month.

- 3.17.4 The Departmental Liaison Officer (DLO) has the final responsibility to ensure that the services rendered by the Successful Bidder conform to the specifications of the contract in terms of quality.
- 3.17.5 The Department, in the person of the DLO or any other duly authorised person, shall be entitled at any reasonable time to inspect all records, accounts, invoices, purchases and other documentation of the Successful Bidder relating to the rendering of these proposed services in terms of the contract.

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Par.	Section 4: SPECIAL CONDITIONS
4.1	TARIFF AND PAYMENTS:
4.1.1	The Department shall make payments to the Successful Bidder in accordance with the tariff and escalation thereof.
4.1.2	The Department shall pay the amount of a tax invoice within 30 (thirty) calendar days of receipt of a detailed tax invoice and provided that the Services were rendered satisfactorily during the invoice period.
4.1.3	The following details must be reflected on tax invoices forwarded to the Department by the Successful Bidder: i. The total amount payable with reference to the specific services that have been rendered during a particular month is based on the flat rate applicable to the services as set out in the pricing schedule of the bid proposal of the Successful Bidder; and ii. VAT payable.

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Par.	Section 4: SPECIAL CONDITIONS
4.1	TARIFF AND PAYMENTS (continued):
4.1.4	The Department will verify the correctness of a tax invoice and notify the Successful Bidder of any possible discrepancies within 10 (ten) business days of receipt of the tax invoice. If the Department identifies any material discrepancies, the tax invoice will be referred back to the Successful Bidder, and the amount due will be payable within 30 (thirty) calendar days from receipt of a corrected tax invoice. Undisputed amounts on an invoice shall be paid by the Department. There must be endorsement by the Departmental Liaison Officer that the work has been done.
4.1.5	All payments under the Contract shall be made in South African Rand by way of an electronic banking transfer into the bank account of the Successful Bidder (located in the Republic of South Africa), details of which will be specified in the relevant invoice, quoting the invoice number against which payment is to be made.
4.2	SETTLEMENT OF DISPUTES:
4.2.1	Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with the Contract, the Parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in paragraphs 4.2.2 and 4.3.
4.2.2	Mediation:
4.2.2.1	Subject to the provisions of paragraph 4.10.1 any dispute arising out of or in connection with the Contract may be referred by the Parties without legal representation to a Mediator.
4.2.2.2	The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the Parties.
4.2.2.3	The Mediator shall be selected by contract between the Parties.
4.2.2.4	If an agreement cannot be reached upon a particular Mediator within three business days after the Parties have agreed to refer the matter to mediation, then the President of the Cape Law Society shall nominate the Mediator within seven business days after the Parties have failed to agree.
4.2.2.5	The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided

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by their common reasonable desire of the form in which the said representations are to be made.

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Par.	Section 4: SPECIAL CONDITIONS
4.2	Mediation (continued):
4.2.2.6	The Parties shall have seven business days within which to finalise their representations. The Mediator shall within seven business days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.
4.2.2.7	The opinion so expressed by the Mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with paragraph 4.3 The expressed opinion of the Mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
4.2.2.8	The cost of mediation shall be determined by the Mediator.
4.2.2.9	Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.
4.3	Arbitration:
4.3.1	Subject to the provisions of paragraph 4.10.1 The Parties may agree to refer any dispute arising out of or in connection with the Contract, to arbitration.
4.3.2	Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act, 1965 (Act 42 of 1965), it being intended that, if possible, it shall be held and concluded within ten business days.
4.3.3	Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is: i. primarily a legal matter, a practising Senior Advocate of the Cape Bar; ii. any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.
4.3.4	If an agreement cannot be reached on whether the question in dispute falls under 4.3.3(i) or 4.3.3(ii) and/or upon a particular Arbitrator within three business days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall: i. determine whether the question in dispute falls under 4.3.3(i) or 4.3.3(ii); and/or

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- ii. nominate the Arbitrator within seven days after the Parties have failed to agree.

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4.3 Arbitration (continued):

- 4.3.5 The Arbitrator shall give his or her decision within five business days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.
- 4.3.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.
- 4.3.7 Notwithstanding the provisions contained in the GCC, disputes between the Parties shall be governed exclusively by, and settled in terms of, paragraph 4.2.1 to 4.3 of the Contract.

4.4 BREACH AND TERMINATION:

- 4.4.1 Should either party commit a breach of provisions of the contract and fail to remedy that breach within 14 (Fourteen) days after receipt of written notice calling upon to do so, the party that is not in default shall be entitled to cancel the contract on written notice sent to the other party at the address appearing in the contract without prejudice to any other right which the non-defaulting party may have as a result of such breach and the parties agree that the provision of section 23 of the General Conditions of Contract (GCC) will apply in such an event, if it is not in conflict with the contract.
- 4.4.2 In addition to the remedies available to the Department, the Department may impose penalties or claim damages in lieu of penalties, as contemplated by paragraph 4.5 if the Successful Bidder breaches the Contract.

4.5 PENALTIES:

- 4.5.1 Where the Successful Bidder fails to provide the service in terms of the contract or these specifications, deductions and /or penalties for said failure will be transgression.

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4.5 PENALTIES (continued):

- 4.5.2 The service provided in terms of the contract, will be evaluated regularly and any contraventions of the contract conditions and / or loss of WCG property due to proven negligence will be collated on a monthly basis.
- 4.5.3 Penalties will be levied against the Successful Bidder for every incident and or provision of this agreement which the service provider fails to honour.
- 4.5.4 The Successful Bidder must note that penalties will also be instituted in respect of contraventions/non-compliance of bid specifications or General Conditions
- 4.5.5 The table below set out the detail of the penalties in relation to the service delivery:

	Performance Standards	Metric	Penalty
4.5.5.1	Delay in Supply, Delivery, Installation & Commissioning in accordance with specifications	Per Day	R30,000.00 plus 0.025% of the total value of the amount invoiced to the Department
4.5.5.2	Failure to render training as specified that may result in failure of equipment or effecting the efficiency of equipment	Per Quarter	R20,000.00 plus 0.025% of the total value of the amount invoiced to the Department
4.5.5.3	Failure to comply with Turnaround times as specified	Refer to turnaround times table	0.025% of the total value of the amount invoiced to the Department
4.5.5.4	Failure to appoint a Technician as specified in the specifications	Refer to Specifications regarding appointing of Technicians	0.025% of the total value of the amount invoiced to the Department

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4.6 INDEPENDENT CONTRACTOR:

- 4.6.1 The Successful Bidder will be appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of the Contract no employer/employee relationship shall exist between the Parties.
- 4.6.2 The Department shall not be liable for any injury, loss or damage directly or indirectly incurred by the Successful Bidder, as an independent contractor, arising out of or in connection with the Services rendered by the Successful Bidder in accordance with the Contract.

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4.7 WAIVER:

- 4.7.1 No waiver of any of the terms and conditions of the Contract shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.
- 4.7.2 No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
- 4.7.3 No indulgence, leniency or extension of time which any Party (*"the Grantor"*) may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the Contract.

4.8 ENTIRE CONTRACT:

- 4.8.1 The Contract constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of the Contract will be of any force or effect unless reduced to writing and signed by the Parties to the Contract.
- 4.8.2 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in the Contract.
- 4.8.3 The Contract replaces any other previous verbal or written contract entered into

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between the Parties.

4.9 FORCE MAJEURE:

4.9.1 For the purposes of the Contract, "Force Majeure" means any of the following events or circumstances:

- i. war, whether declared or not, civil war, civil violence and revolutions, acts of sabotage;
- ii. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
- iii. explosions, fires, destruction of machines, of factories and of any kind of installations; or
- iv. acts of authority, whether lawful or unlawful, apart from acts from which the Party seeking relief has assumed the risk by virtue of any other provisions of the Contract which directly causes either Party to be unable to comply with all or a material part of its obligations under the Contract.

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4.9 FORCE MAJEURE (continued):

- 4.9.2 Where a Party is (or claims to be) affected by an event of Force Majeure:
- i. It shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under the Contract, resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and
 - ii. The Party claiming relief shall serve written notice on the other Party within 14 (fourteen) business days of it becoming aware of the relevant event of Force Majeure. The notice will contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with paragraph 4.9.2 (i).
 - iii. Should the Party claiming relief be prevented from carrying out its contractual obligations due to Force Majeure lasting continuously for a period of 60 (sixty) calendar days, the Parties will consult with each other regarding the future implementation of the Contract. The Parties shall endeavour to agree on any modifications to the Contract which may be equitable having regard to the nature of an event or events of Force Majeure.
 - iv. Should the Party claiming relief be prevented from carrying out its contractual obligations due to Force Majeure lasting continuously for a period of 60 (sixty) calendar days, the Parties will consult with each other regarding the future implementation of the Contract. The Parties shall endeavour to agree on any modifications to the Contract which may be equitable having regard to the nature of an event or events of Force Majeure.
 - v. If no mutually acceptable arrangement is arrived at within a period of 30 (thirty) calendar days thereafter, either Party will be entitled to immediately on written notice cancel the Contract.

4.10 SEVERABILITY:

- 4.10.1 If any of the terms of the Contract are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

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4.11 CONFIDENTIALITY:

- 4.11.1 The Successful Bidder must not for the duration of the Contract, divulge or make known to any person any information about the affairs of the Department.
- 4.11.2 The information available between the Parties obtained during the Contract and its implementation will remain confidential to the Parties especially when it is not intended to be in the public domain.

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4.12 NOTICE AND DOMICILIUM:

4.12.1 The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of the Contract, the following addresses:

THE DEPARTMENT OF HEALTH:

Head of Department
4 Dorp Street
Cape Town
8001

THE SUCCESSFUL BIDDER:

- 4.12.2 All notices to be given in terms of the Contract shall be given in writing and be delivered or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*.
- 4.12.3 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) business days after the date of posting.
- 4.12.4 Notwithstanding anything to the contrary contained in the Contract, a written notice or communication actually received by one of the Parties from the other Party shall be adequate written notice of communication to such Party.

WESTERN CAPE GOVERNMENT: HEALTH

DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)

BID OPENED 11:00

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1).....

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2).....

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ORGANISATION TYPE

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(Delete which is not applicable)

1.	NAME	
	ADDRESS	
	ID NUMBER	

2.	NAME	
	ADDRESS	
	ID NUMBER	

3.	NAME	
	ADDRESS	
	ID NUMBER	

4.	NAME	
	ADDRESS	
	ID NUMBER	

5.	NAME	
	ADDRESS	
	ID NUMBER	

6.	NAME	
	ADDRESS	
	ID NUMBER	

ORGANISATIONAL STRUCTURE

1. The following organisational structure shall be applied:

2. The following principles and procedures shall be applied in the management of the service:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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DETAILS OF BIDDERS NEAREST OFFICE

Section A

1. Physical address of bidder:

2. Telephone No.:

--	--

WESTERN CAPE GOVERNMENT: HEALTH

DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)

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PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

6. Definitions

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

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

“business interest” means -

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

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

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

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

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

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

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

“employee”, in relation to –

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

“entity” means any -

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

(b) sole proprietorship;

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

“Family member” means a person's -

(a) spouse; or

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

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

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

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

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Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE A

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

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



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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 2024 – 10-11 1)..... SIGNED		2)..... SIGNED
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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

- I, hereby swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place:

Business Address:
.....

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DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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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 in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;



- 1.16 **"Proof of B-BBEE status level contributor"** means –
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.

WCBD 6.1

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

2. GENERAL CONDITIONS

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

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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

WCBD 6.1

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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \quad \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

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P_{min} = Price of lowest acceptable bid

WCBD 6.1

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.



7. BID DECLARATION

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

WCBD 6.1

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

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

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

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

.....%

(ii) the name of the sub-contractor?

.....

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

.....

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 Type of company/firm (Select applicable option)

☐

Partnership/Joint venture consortium

☐

One-person business/sole propriety

☐

Close corporation

☐

Public company

☐

Personal liability company

☐

(Pty) Ltd

☐

Non-profit company

☐

State-owned company

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

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- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

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

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

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GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

General Conditions of Contract

1. Definitions

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

of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

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- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance Security** 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses** 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in paragraphs 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in paragraphs 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in paragraphs 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with

the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Paragraph 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Paragraph 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Paragraph 23.
- 23. Termination for default** 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this

contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Paragraph 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Paragraphs 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due the supplier.

28. 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.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
	34.1	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 Prohibition of Restrictive practices	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.
	34.2	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period

not exceeding ten (10) years and / or claim damages from the bidder(s)
or contractor(s) concerned.

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

2024 – 10-11

1).....
SIGNED

2).....
SIGNED