



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

BID NUMBER: **WCGHSC0466/2025**

CLOSING DATE: **FRIDAY, 29 AUGUST 2025**

CLOSING TIME: **11:00**

BID WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

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

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

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH Bid Box marked "Department of Health"** situated at **main entrance of 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 call the responsible official, Mr Grenville Carelse at (021) 834 9009 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 (WCBD7.1/2).

Please refer all technical/specification enquiries to **Mr Grenville Carelse** at telephone no. (021) 834 9009 or email Grenville.Carelse@westerncape.gov.za.


C Munnik
HEAD OF DEPARTMENT
PP DATE: 28/07/2025

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

29: 08: 2025

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



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

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PART A INVITATION TO BID

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

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

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

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

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

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

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

BID NUMBER:	WCGHSC0466/2025	CLOSING DATE:	29 AUGUST 2025	CLOSING TIME:	11.00AM
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BID SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

DESCRIPTION

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

Department of Health & Wellness Bid Box marked "Department of Health" situated at the main entrance of 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 contact Grenville Carelse during office hours for directions should you have any difficulty finding the building.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Grenville Carelse
TELEPHONE NUMBER	021 - 834 9009
FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	Grenville.carelse@westerncape.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Nisaar Mia
TELEPHONE NUMBER	021 - 483 5800
FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	Nisaar.mia@westerncape.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	
				MAAA	
B-BBEE STATUS LEVEL VERIFICATION	[TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	



CERTIFICATE	☐ Yes ☐ No		☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION 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 THE QUESTIONNAIRE BELOW]
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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 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."



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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

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

BID OPENED @ 11:00

29: 08: 2025

1)..... 2)

SIGNED

SIGNED



SPECIAL CONDITIONS OF BID

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

THIS BID IS DUE AT 11:00 ON 29 AUGUST 2025

VALIDITY PERIOD: 60 DAYS

Item No.	SPECIFICATION / CONDITION	INDICATION OF COMPLIANCE	
		NB By indicating YES within this column, the bidder confirms that it will meet the specified deliverable.	
	WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 29: 08: 2025 1)..... 2) SIGNED SIGNED		
1.	DELIVERY LOCATIONS		
1.1	Goods are required for delivery into the stores of hospitals and institutions, under the control of the Department of Health and Wellness, Western Cape Provincial Government (please see the attached pricing list) in such quantities as and when required. The service provider must have sufficient stock on hand.	YES	NO
1.2	The successful service provider to provide their own employees and equipment to various designated delivery areas.		
1.3	Complete full delivery within 10 working days from the date of the official order.		
2.	DELIVERIES		
2.1	Deliver the required A4 or A3 Copy Paper to the respective Departments or institutions as per 1.1.	YES	NO
2.2	The bidder(s) must provide proof of its own vehicles.	YES	NO
2.2.1	Bidder(s) must submit copies of licenses of own vehicle.	YES	NO
2.3	Bidder(s) using subcontractors are not allowed to exceed more than 25% of the contract value.	YES	NO
2.4	If reply to above is "YES" , then the bidder must submit with the bid a <u>signed agreement</u> with the transporting entity. The agreement must be <u>signed by both parties</u> . <u>The bidder is required to declare such sub-contracting arrangement in paragraph 8 of the enclosed WCBD 6.1 form.</u>	YES	NO
2.5	All vehicle/fleet information will be verified by supply chain before a contract will commence. <u>Failure to submit the above required documents will render the bid non-compliant</u>		



3.	MANUFACTURE/SUPPLY AGREEMENT		
3.1	If you are not the manufacturer of the product(s) offered for this bid, written proof <u>must</u> be provided from your supplier(s) / manufacturer(s) that they have no objection to you offering their product(s) against this bid, and that if you are awarded this bid, they will continue to supply this product to yourself, to enable you to comply with your contractual obligations towards the Department of Health and Wellness for the period indicated in the bid document.	YES	NO
4.	SAMPLES		
4.1	A ream of photocopy paper samples of each item, except item 9 and 10 (sheet of A3) must be delivered to Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. on or before 29 August 2025 before bid closure at 11h00.	YES	NO
4.2	Under no circumstances will samples be accepted at the Head Office component of the Department of Health and Wellness <u>after the closing date</u> and hour of this bid.	YES	NO
4.3	It is also the bidder's responsibility to provide written proof of those samples in terms of this bid delivered to the aforementioned office. This shall consist of a document with the name of the designated institution, a list of item number(s) and description(s) of the sample(s) submitted along with the quantities provided for each, the signature of the representative who delivered the samples and the signature of the official receiving the samples. This document must be included in the bid document submitted before the closing date.	YES	NO
4.4	Each sample must be marked with the bid number, item number and the bidder's name and address in clear, legible print of a reasonable size.	YES	NO
4.5	Please provide a sample for which you have made an offer as proof of your ability to supply the specified goods and as evidence that the supplies or items perform as required under trial conditions.	YES	NO
4.6	Bidders must further ensure that sufficient samples are available on request at short notice after the bid closing for testing purposes, if requested by the Department.	YES	NO
4.7	The offers of bidders who are unable to comply with regards to the supply of reams of photocopier paper samples will be disregarded or disqualified.	YES	NO
4.8	Samples of the successful bidders will be retained for the full contractual period.	YES	NO



4.9	Bidders to note that samples will not be replace after the award of the bid.	YES	NO
4.10	Unsuccessful bidder's samples must be collected within one (1) month from date of communication.	YES	NO
5.	MINIMUM REQUIREMENTS OF BIDDERS		
5.1	Bidder(s) must provide proof of at least two years' experience in the supply and delivery of photocopy paper or stationery.	YES	NO
5.2	Bidder(s) must submit three (3) contactable reference in this regard. Failure to submit reference will invalidate your offer.	YES	NO
6.	ORDERING RESTRICTIONS		
6.1	Hospitals/institutions shall not be restricted to minimum quantity orders.	YES	NO
7.	PRICE INCREASE		
7.1	There will be no price increase granted. Bidders must factor the manufacturers price increases into their bidding price for the three-year period.	YES	NO
8	All bid prices must be inclusive of 15% VAT.	YES	NO
9.	SABS REPORTS		
9.1	Bidder(s) must submit a valid <u>certified copy</u> of the SANS 12281:2005 / ISO 9706, ISO 14001, ISO 18001, ISO 9001:2015 certification for the A4 / A3 copy paper the bidder intends to offer. (The certified copy of the SANS 12281 / ISO 9001 certificate can be from the bidders Distributor or Manufacturer). Failure to submit the certification upon bid closure, will render the bid non-compliant.		
9.2	If the product bears a valid SABS mark, it does not have to be tested. However, a valid, certified copy of SABS' notification to the company that its product is eligible to bear the SABS mark must be submitted to the Department, together with the bid documents.		
9.3	All SANS reports and SABS mark certificates shall bear brand names corresponding with the relevant items in the bid specifications.		
10.	STATEMENT OF SUPPLIES AND SERVICES		
10.1	The successful supplier/s must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department, without prejudice to any other rights that it may have, may institute enquiries at the expense of the contractor to obtain the required particulars.		



11.	GENERAL
11.1	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health and Wellness. The Western Cape Department of Health and Wellness reserves the right, in its sole discretion:
11.1.1	To withdraw any services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process,
11.1.2	To amend the bid process, closing date or any other date at its sole discretion,
11.1.3	To cancel the bid or any part of the bid before the bid has been awarded,
11.1.4	Not to accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of the Department,
11.1.5	Not to award the bid to the highest points or lowest price,
11.1.6	To reject all responses submitted and to embark on a new bid process.
12.	AWARD
12.1	Bidder(s) must bid per region or district.
12.2	Bidder(s) must bid on All the items in the pricing schedule. Failure to do so will invalidate your offer.
13.	EVALUATION CRITERIA
13.1	Bidder(s) must comply with the following minimum bidding criteria:
13.2	Compliance with the specification/conditions of bid Completion of pricing schedule Site visit to include: - inspection the premises to ascertain a functional office; - the premises must have stock in terms of the bid specification for assessment - inspection of company vehicles; and - inspection of how the service will be managed.
13.3	WCBD4: Western Cape Government Declaration of Interest, bidders' past SCM practices and independent bid determination must be completed in full.
13.4	Should you make use from another service provider by sub-contracting, it must be declared on the WCBD6.1 document.
13.5	General Conditions of Contract (GCC) form part of all bid documents and must be read carefully.
13.6	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 will applied.

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

BID OPENED @ 11:00

29: 08: 2025

1)..... 2)

SIGNED

SIGNED



14.	THE DEPARTMENT OF HEALTH AND WELLNESS WILL:
14.1	Conduct a due diligence process to determine a bidder's capability and ability before awarding a contract.
15.	PAYMENT CONDITIONS
15.1	In the interest of security and expeditious payment, it is the policy of the Department to effect payment/s by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the supplier will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) in order to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.
15.2	Payment shall be 30 days from receipt of a valid tax invoice and delivery note.
15.3	The penalties intended through clause 22 of the General Conditions of Contract, which forms part of the contract, will be imposed in the execution of this contract. Consequently, bidders must acquaint themselves with paragraphs 21 – 23 of the General Conditions of Contract which relates to the suppliers' performance on the contract.
15.4	Bidders must note these conditions upfront to prevent their business and its directors / members / shareholders from possibly being restricted to do business with the public sector.
16.	NEGOTIATIONS
16.1	The Department reserves the right to enter into negotiations with the recommended bidder(s) before the contract is concluded.
17.	CONTACT DETAILS
17.1	Please provide the particulars of the contact person responsible for all queries related to this bid: Name:..... Designation: Telephone number:.....Fax number: Cellphone number:.....Email address:

DESCRIPTION:

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE GOVERNMENT HEALTH FACILITIES FOR A THREE (3) YEAR PERIOD.

BACKGROUND

It is the intention of the Department of Health and Wellness, Western Cape Government to conclude a three (3) year departmental contract for the supply and delivery of photocopy paper as well as colour copy paper to all facilities and offices. It is the intention of the Department of Health to have the same quality products delivered to all its facilities and institutions. With this contract the Department of Health and Wellness may contract with a single bidder or multiple bidders, for the full three (3) years (in-line with the requirements of the Preferential Procurement Regulations) according to the services advertised.



The bidder must confirm that the following is complied with by indicating **"YES"** and by attaching the necessary documentation where required. By indicating **"NO"** the bidder confirms that it does not comply with the specifications and requirements.

Bidders please note that you are required to indicate at paragraphs 1.1.1, 1.1.2, 1.1.3, 1.1.4, and 1.1.5 which of the regions you intend submitting an offer for. The price of each item including VAT and delivery must be indicated on the pricing schedule.

1.	DELIVERABLES The Service Provider must: REGION 1: Supply and deliver photocopy paper and colour copy paper to hospitals/ institutions within the combined Metro Districts (Central, East, North & South) as well as Head Office in accordance with the specifications as reflected areas: Head Office - Cape Town (Metro) 4 Dorp Street, Cape Town; ARV Depot, 16 Chiappini Street, Cape Town; Norton Rose House – Cape Town 8 Riebeeck Street, Cape Town; Lady Michaelis Building Timour Hall (Attic), Road Plumstead; Clinical Engineering – Goodwood, inclusive of Hospital Engineering Services, Bellville and Zwaanswyk; Laundry Services, Tygerberg Hospital premises; Bellville Mobile Workshop, Western Cape College of Nursing - Athlone; Groote Schuur Hospital, Observatory; Forensic Medicine UCT (University of Cape Town, Groote Schuur Campus); Tygerberg Hospital; Red Cross War Memorial Children's Hospital, Rondebosch; Metro Regional Office – Bellville; Mowbray Maternity Hospital; Somerset Hospital, Green point; Alexandra Hospital, Maitland; Stikland Hospital, Bellville; Valkenberg Hospital, Observatory; Lentegeur Hospital, Mitchells Plain; Western Cape Rehabilitation Centre, Mitchells Plain; Emergency Medical Services, Karl Bremer premises; Forensic Pathology Services, Tygerberg Hospital premises; Oral Health Services, Stellenbosch University premises, Tygerberg; Inspector of Anatomy (premises of Tygerberg Hospital); Forensic Medicine US (University of Stellenbosch, Tygerberg Campus); Forensic Pathology Services, Salt River (Durham Avenue, Salt River; Orthotic and Prosthetics Centre, Pinelands; Karl Bremer Hospital, Bellville; Bellville Health Park, Eerste River Hospital; Khayelitsha Hospital; Helderberg Hospital, Victoria Hospital, Wynberg; Brooklyn Chest Hospital, Ysterplaat; Wesfleur Hospital, Atlantis; False Bay Hospital, Fish Hoek; Mitchell's Plain Hospital; Health Revitalization Project at Lentegeur).	YES	NO
	REGION 2: Supply and deliver photocopy paper to hospitals/ institutions within the Cape V accordance with the specifications as reflected Hospital, Forensic Pathology Worcester (prem Hospital) Paarl Provincial Hospital, Brewelskloof H Ceres Hospital, Montagu Hospital, TC Newman Hospital, Forensic	NO	



	Pathology Paarl (premises of TC Newman Hospital Paarl); Robertson Prov. Hospital, Stellenbosch Prov. Hospital, Drakenstein Sub-district office & Sonstraal Hospital.		
	REGION 3: Supply and deliver photocopy paper and colour copy paper to hospitals/ institutions within the Overberg District in accordance with the specifications as reflected areas: Otto du Plessis Hospital – Bredasdorp, Caledon Prov. Hospital, Hermanus Prov. Hospital; Forensic Pathology Hermanus (premises of Hermanus Hospital); Forensic Pathology Wolseley (premises of SAPS Wolseley); Swellendam Prov. Hospital & Forensic Pathology Swellendam (old Doves building Swellendam).	YES	NO
	REGION 4: Supply and deliver photocopy paper and colour copy paper to hospitals/ institutions within the West Coast District in accordance with the specifications as reflected areas: LAPA Munnik Hospital- Porterville, Citrusdal Prov. Hospital, Vredenburg Prov. Hospital, Forensic Pathology Services, Vredenburg (premises of Doves Vredenburg); Vredendal Prov. Hospital, Forensic Pathology Services, Vredendal (premises of SAPS Vredendal); Swartland Hospital, Forensic Pathology Services Malmesbury (premises of Swartland Hospital), Clanwilliam Hospital, Radie Kotze Hospital, Sontraal TB Hospital & ID Malmesbury Hospital.	YES	NO
	REGION 5: Supply and deliver photocopy paper and colour copy paper to hospitals/ institutions within the Eden & Central Karoo District in accordance with the specifications as reflected areas: George Prov. Hospital, Forensic Pathology Services George (premises of George Hospital), Alan Blyth Hospital, Knysna Prov. Hospital, Forensic Pathology Services Knysna (premises of SAPS Knysna), Mossel Bay Hospital, Oudtshoorn Prov. Hospital, Forensic Pathology Services Oudtshoorn (premises of SAPS Oudtshoorn), Riversdal Prov. Hospital, Uniondale Hospital, Harry Comay Hospital, Riversdal Hospital PHC Clinic, Nelspoort Hospital, Beaufort West Prov. Hospital, Forensic Pathology Beaufort West (premises of Beaufort West Hospital) Laingsburg Hospital, Forensic Pathology Laingsburg (premises of SAPS Laingsburg) Murraysburg Hospital & Prince Albert Hospital	YES	NO
2.1.6	The award will be done per region per price schedule. A condition of this bid is that bidders must submit a quotation on items in the respective regions which they intend to tender for.	YES	NO
3	Firm prices		
3.1	Bidders must quote firm prices for the <u>duration of this contract</u>.		
3.2	There will be no Price increases granted. Bidders must take in the provision of price increases from the manufacturer and factor it into their bidding price for the three-year period.		
3.3	Firm prices mean 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, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, for the execution of the contract.		



4

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE GOVERNMENT HEALTH FACILITIES FOR A THREE (3) YEAR PERIOD.

A4 photocopy paper must have SABS certification/standard to cover quality of paper, preferably Rotatrim or Typek

- 80gsm.
- White
- Size: 210 x 297mm
- Bond paper
- Matt finish
- 5 Reams x 500 sheets/Box

A4 bond photocopy paper, various colours

- Size 210mm x 297mm, 80gsm
- Base Weight: 80gsm
- Material: 100% wood pulp; bond paper
- Paper must conform to the latest SANS 12281:2005 standard for photocopy paper
- Paper must be suitable for double sided printing, must have good smoothness and must be free from dust and ridges

A3 photocopy paper must have SABS certification/standard to cover quality of paper, preferably Rotatrim or Typek

- 80gsm, White
- Size: 420 x 297mm
- Bond paper, Matt finish
- 5 Reams x 500 sheets/Box

The packaging of the paper must adhere to the following minimum criteria:

- Five reams must be packed per box,
- Five hundred sheets (per ream) must be packed together in a material that will prevent the paper from extracting damp from either the air or the floor it is being stacked or stored upon,
- The lid of the box must be fixed in a manner that damaging will be limited during handling and storage.

Photocopy paper must comply with the latest version of SANS 12281.

**WCB3.1
PRICING SCHEDULE**

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER: **BID NUMBER:**
WCGHSC0466/2025

CLOSING TIME: 11:00 ON 29 AUGUST 2025

OFFERS SHALL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY OVER 3 YEARS	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE
METRO INSTITUTIONS (CENTRAL, EAST, NORTH & SOUTH) INCLUDING HEAD OFFICE PLEASE QUOTE PER REAM OF 500 SHEETS VAT INCLUSIVE					
1.	Photocopy Paper A4 Bond White 80gsm	600000	R..... /Rm	R..... /Rm	R..... /Rm
2.	Photocopy Paper A3 Bond White 80gsm	42000	R..... /Rm	R..... /Rm	R..... /Rm
3.	Photocopy Paper A4 Bond 80gsm Green	350	R..... /Rm	R..... /Rm	R..... /Rm
4.	Photocopy Paper A4 Bond 80gsm Pink	350	R..... /Rm	R..... /Rm	R..... /Rm
5.	Photocopy Paper A4 Bond 80gsm Red	120	R..... /Rm	R..... /Rm	R..... /Rm
6.	Photocopy Paper A4 Bond 80gsm Yellow	450	R..... /Rm	R..... /Rm	R..... /Rm
7.	Photocopy Paper A4 Bond 80gsm Blue	450	R..... /Rm	R..... /Rm	R..... /Rm
8.	Photocopy Paper A4 Board 160gsm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
9.	Photocopy Paper A4 Board 160gsm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
10.	Photocopy Paper A4 Board 160gsm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm



11	Photocopy Paper A4 Board 160gsm Blue	250000	R..... /Rm	R..... /Rm	R..... /Rm
12	Photocopy Paper A4 Board 160gsm Green	250000	R..... /Rm	R..... /Rm	R..... /Rm
13	Clear White board A4 160gsm (250 sheets per ream)	250000	R..... /Rm	R..... /Rm	R..... /Rm
14	Clear White Board A3 160gsm (250 sheets per ream)	10000	R..... /Rm	R..... /Rm	R..... /Rm
15	White Board A3 Camelot cartridge 135gsm size: 297 x 420mm (500 sheets per ream)	3000	R..... /Rm	R..... /Rm	R..... /Rm
16	Photocopy paper A3 Pastel 160gm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
17	Photocopy paper A3 Pastel 160gm Green	3000	R..... /Rm	R..... /Rm	R..... /Rm
18	Photocopy paper A3 Pastel 160gm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm
19	Photocopy paper A3 Pastel 160gm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
20	Photocopy paper A3 Pastel 160gm Blue	3000	R..... /Rm	R..... /Rm	R..... /Rm
TOTAL BID PRICE FOR METRO INSTITUTIONS				R	

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

BID OPENED @ 11:00

29: 08: 2025

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**WCBD3.1
PRICING SCHEDULE**

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER: BID NUMBER: WCGHSC0466/2025

CLOSING TIME: 11:00 ON 29 AUGUST 2025

OFFERS SHALL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY OVER 3 YEARS	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE
CAPE WINELANDS DISTRICT PLEASE QUOTE PER REAM OF 500 SHEETS VAT INCLUSIVE					
1.	Photocopy Paper A4 Bond White 80gsm	600000	R..... /Rm	R..... /Rm	R..... /Rm
2.	Photocopy Paper A3 Bond White 80gsm	42000	R..... /Rm	R..... /Rm	R..... /Rm
3.	Photocopy Paper A4 Bond 80gsm Green	350	R..... /Rm	R..... /Rm	R..... /Rm
4	Photocopy Paper A4 Bond 80gsm Pink	350	R..... /Rm	R..... /Rm	R..... /Rm
5	Photocopy Paper A4 Bond 80gsm Red	120	R..... /Rm	R..... /Rm	R..... /Rm
6.	Photocopy Paper A4 Bond 80gsm Yellow	450	R..... /Rm	R..... /Rm	R..... /Rm
7.	Photocopy Paper A4 Bond 80gsm Blue	450	R..... /Rm	R..... /Rm	R..... /Rm
8.	Photocopy Paper A4 Board 160gsm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
9.	Photocopy Paper A4 Board 160gsm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
10.	Photocopy Paper A4 Board 160gsm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm



11	Photocopy Paper A4 Board 160gsm Blue	250000	R..... /Rm	R..... /Rm	R..... /Rm
12	Photocopy Paper A4 Board 160gsm Green	250000	R..... /Rm	R..... /Rm	R..... /Rm
13	Clear White board A4 160gsm (250 sheets per ream)	250000	R..... /Rm	R..... /Rm	R..... /Rm
14	Clear White Board A3 160gsm (250 sheets per ream)	10000	R..... /Rm	R..... /Rm	R..... /Rm
15	White Board A3 Camelot cartridge 135gsm size: 297 x 420mm (500 sheets per ream)	3000	R..... /Rm	R..... /Rm	R..... /Rm
16	Photocopy paper A3 Pastel 160gm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
17	Photocopy paper A3 Pastel 160gm Green	3000	R..... /Rm	R..... /Rm	R..... /Rm
18	Photocopy paper A3 Pastel 160gm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm
19	Photocopy paper A3 Pastel 160gm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
20	Photocopy paper A3 Pastel 160gm Blue	3000	R..... /Rm	R..... /Rm	R..... /Rm
TOTAL BID PRICE FOR METRO INSTITUTIONS				R	

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

BID OPENED @ 11:00

29: 08: 2025

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WCBD3.1
PRICING SCHEDULE

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER: BID NUMBER: WCGHSC0466/2025

CLOSING TIME: 11:00 ON 29 AUGUST 2025

OFFERS SHALL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY OVER 3 YEARS	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE
OVERBERG DISTRICT PLEASE QUOTE PER REAM OF 500 SHEETS VAT INCLUSIVE					
1.	Photocopy Paper A4 Bond White 80gsm	600000	R..... /Rm	R..... /Rm	R..... /Rm
2.	Photocopy Paper A3 Bond White 80gsm	42000	R..... /Rm	R..... /Rm	R..... /Rm
3.	Photocopy Paper A4 Bond 80gsm Green	350	R..... /Rm	R..... /Rm	R..... /Rm
4.	Photocopy Paper A4 Bond 80gsm Pink	350	R..... /Rm	R..... /Rm	R..... /Rm
5.	Photocopy Paper A4 Bond 80gsm Red	120	R..... /Rm	R..... /Rm	R..... /Rm
6.	Photocopy Paper A4 Bond 80gsm Yellow	450	R..... /Rm	R..... /Rm	R..... /Rm
7.	Photocopy Paper A4 Bond 80gsm Blue	450	R..... /Rm	R..... /Rm	R..... /Rm
8.	Photocopy Paper A4 Board 160gsm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
9.	Photocopy Paper A4 Board 160gsm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
10.	Photocopy Paper A4 Board 160gsm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm



11	Photocopy Paper A4 Board 160gsm Blue	250000	R..... /Rm	R..... /Rm	R..... /Rm
12	Photocopy Paper A4 Board 160gsm Green	250000	R..... /Rm	R..... /Rm	R..... /Rm
13	Clear White board A4 160gsm (250 sheets per ream)	250000	R..... /Rm	R..... /Rm	R..... /Rm
14	Clear White Board A3 160gsm (250 sheets per ream)	10000	R..... /Rm	R..... /Rm	R..... /Rm
15	White Board A3 Camelot cartridge 135gsm size: 297 x 420mm (500 sheets per ream)	3000	R..... /Rm	R..... /Rm	R..... /Rm
16	Photocopy paper A3 Pastel 160gm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
17	Photocopy paper A3 Pastel 160gm Green	3000	R..... /Rm	R..... /Rm	R..... /Rm
18	Photocopy paper A3 Pastel 160gm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm
19	Photocopy paper A3 Pastel 160gm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
20	Photocopy paper A3 Pastel 160gm Blue	3000	R..... /Rm	R..... /Rm	R..... /Rm
TOTAL BID PRICE FOR METRO INSTITUTIONS				R	

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

BID OPENED @ 11:00

29: 08: 2025

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WCBD3.1
PRICING SCHEDULE

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER: BID NUMBER: WCGHSC0466/2025

CLOSING TIME: 11:00 ON 29 AUGUST 2025

OFFERS SHALL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY OVER 3 YEARS	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE
WEST COAST DISTRICT PLEASE QUOTE PER REAM OF 500 SHEETS VAT INCLUSIVE					
1.	Photocopy Paper A4 Bond White 80gsm	600000	R..... /Rm	R..... /Rm	R..... /Rm
2.	Photocopy Paper A3 Bond White 80gsm	42000	R..... /Rm	R..... /Rm	R..... /Rm
3.	Photocopy Paper A4 Bond 80gsm Green	350	R..... /Rm	R..... /Rm	R..... /Rm
4	Photocopy Paper A4 Bond 80gsm Pink	350	R..... /Rm	R..... /Rm	R..... /Rm
5	Photocopy Paper A4 Bond 80gsm Red	120	R..... /Rm	R..... /Rm	R..... /Rm
6.	Photocopy Paper A4 Bond 80gsm Yellow	450	R..... /Rm	R..... /Rm	R..... /Rm
7.	Photocopy Paper A4 Bond 80gsm Blue	450	R..... /Rm	R..... /Rm	R..... /Rm
8.	Photocopy Paper A4 Board 160gsm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
9.	Photocopy Paper A4 Board 160gsm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
10.	Photocopy Paper A4 Board 160gsm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm



11	Photocopy Paper A4 Board 160gsm Blue	250000	R..... /Rm	R..... /Rm	R..... /Rm
12	Photocopy Paper A4 Board 160gsm Green	250000	R..... /Rm	R..... /Rm	R..... /Rm
13	Clear White board A4 160gsm (250 sheets per ream)	250000	R..... /Rm	R..... /Rm	R..... /Rm
14	Clear White Board A3 160gsm (250 sheets per ream)	10000	R..... /Rm	R..... /Rm	R..... /Rm
15	White Board A3 Camelot cartridge 135gsm size: 297 x 420mm (500 sheets per ream)	3000	R..... /Rm	R..... /Rm	R..... /Rm
16	Photocopy paper A3 Pastel 160gm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
17	Photocopy paper A3 Pastel 160gm Green	3000	R..... /Rm	R..... /Rm	R..... /Rm
18	Photocopy paper A3 Pastel 160gm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm
19	Photocopy paper A3 Pastel 160gm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
20	Photocopy paper A3 Pastel 160gm Blue	3000	R..... /Rm	R..... /Rm	R..... /Rm
TOTAL BID PRICE FOR METRO INSTITUTIONS				R	

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

BID OPENED @ 11:00

29: 08: 2025

1)..... 2)

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WCBD3.1
PRICING SCHEDULE

WCGHSC0466/2025: SUPPLY AND DELIVERY OF WHITE PHOTOCOPY PAPER AS WELL AS OTHER COLOUR COPY PAPER FOR ALL WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FACILITIES FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER: BID NUMBER:
WCGHSC0466/2025

CLOSING TIME: 11:00 ON 29 AUGUST 2025

OFFERS SHALL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION OF ITEM	ESTIMATED QUANTITY OVER 3 YEARS	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE
EDEN AND CENTRAL KAROO DISTRICT PLEASE QUOTE PER REAM OF 500 SHEETS VAT INCLUSIVE					
1.	Photocopy Paper A4 Bond White 80gsm	600000	R..... /Rm	R..... /Rm	R..... /Rm
2.	Photocopy Paper A3 Bond White 80gsm	42000	R..... /Rm	R..... /Rm	R..... /Rm
3.	Photocopy Paper A4 Bond 80gsm Green	350	R..... /Rm	R..... /Rm	R..... /Rm
4	Photocopy Paper A4 Bond 80gsm Pink	350	R..... /Rm	R..... /Rm	R..... /Rm
5	Photocopy Paper A4 Bond 80gsm Red	120	R..... /Rm	R..... /Rm	R..... /Rm
6.	Photocopy Paper A4 Bond 80gsm Yellow	450	R..... /Rm	R..... /Rm	R..... /Rm
7.	Photocopy Paper A4 Bond 80gsm Blue	450	R..... /Rm	R..... /Rm	R..... /Rm
8.	Photocopy Paper A4 Board 160gsm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
9.	Photocopy Paper A4 Board 160gsm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
10.	Photocopy Paper A4 Board 160gsm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm



11	Photocopy Paper A4 Board 160gsm Blue	250000	R..... /Rm	R..... /Rm	R..... /Rm
12	Photocopy Paper A4 Board 160gsm Green	250000	R..... /Rm	R..... /Rm	R..... /Rm
13	Clear White board A4 160gsm (250 sheets per ream)	250000	R..... /Rm	R..... /Rm	R..... /Rm
14	Clear White Board A3 160gsm (250 sheets per ream)	10000	R..... /Rm	R..... /Rm	R..... /Rm
15	White Board A3 Camelot cartridge 135gsm size: 297 x 420mm (500 sheets per ream)	3000	R..... /Rm	R..... /Rm	R..... /Rm
16	Photocopy paper A3 Pastel 160gm White	3000	R..... /Rm	R..... /Rm	R..... /Rm
17	Photocopy paper A3 Pastel 160gm Green	3000	R..... /Rm	R..... /Rm	R..... /Rm
18	Photocopy paper A3 Pastel 160gm Yellow	3000	R..... /Rm	R..... /Rm	R..... /Rm
19	Photocopy paper A3 Pastel 160gm Pink	3000	R..... /Rm	R..... /Rm	R..... /Rm
20	Photocopy paper A3 Pastel 160gm Blue	3000	R..... /Rm	R..... /Rm	R..... /Rm
TOTAL BID PRICE FOR METRO INSTITUTIONS				R	

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

BID OPENED @ 11:00

29: 08: 2025

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WESTERN CAPE GOVERNMENT

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

1. To give effect to the requirements of the following legislative framework -
 - (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
 - (ii) Practice Note 4 of 2006: Declaration of Bidders Past SCM Practices(SBD8),
 - (iii) Instruction Note: Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management: Declaration of Interest (SBD4),
 - (iv) Practice note 7 of 2009/10 (SDB4 Declaration of Interest),
 - (v) Practice Note 2010: Prohibition of Restrictive practices (SBD9),
 - (vi) Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended, together with its associated regulations,
 - (vii) Act No 12 of 2004: Prevention and Combating of Corrupt Activities, and regulations pertaining to the tender defaulters register, and
 - (viii) Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Western Cape Government via the electronic Procurement Solution (ePS) must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WSCSEB).
3. Definitions

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

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

"Business interest" means -

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

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

"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;

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

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"Entity" means any -

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

"Entity conducting business with the Institution" means an entity that contracts, applies or bids for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

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

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

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

"Provincial Government Western Cape" ("PGWC") means -

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

"RWOPS"/"RWOEE" means -

Remunerative Work Outside the Public Service or Remunerative Work Outside the Employee's Employment.

"Spouse" means a person's -

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

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

- (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
 - (i) resigned as an employee of the government institution;
 - (ii) ceased conducting business with an organ of state; or
 - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

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

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6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *pe se*, meaning that it cannot be justified on any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to –
 - (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system; or
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
10. In addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious –
 - (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998; and/or
 - (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
 - (c) may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, or any other applicable legislation.

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

BID OPENED @ 11:00

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Mr G Carelse

Grenville.carelse@westerncape.gov.za | Tel: 021 834 9009

SECTION A: DETAILS OF THE ENTITY

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

[illegible]

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

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

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

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

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

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? (To access this Register enter National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 5445.)	NO	YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 5 years in a court of law (including a court outside the Republic of South Africa)?	NO	YES

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

BID OPENED @ 11:00

29: 08: 2025

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SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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

I, _____ hereby swear/affirm;

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

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

ANSWER: _____

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

ANSWER: _____

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

ANSWER: _____

1.4 Do you want to make an affirmation?

ANSWER: _____

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

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

BID OPENED @ 11:00

29: 08: 2025

1)..... 2).....
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SIGNATURE

Commissioner of Oaths

FULL NAMES

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

Date: _____

Place _____

Business Address: _____

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 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

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

2. GENERAL CONDITIONS

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

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

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

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

90/10

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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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:



- (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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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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17. Prices
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20. Subcontracts
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22. Penalties
23. Termination for default
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General Conditions of Contract

1. Definitions

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



detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "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
- 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.

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"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 clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance securityS

- 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

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completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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 clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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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

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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.

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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.

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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of



the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar



goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

24.1 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

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services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

**28. Limitation of
liability**

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- (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

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.

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32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a



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

Js General Conditions of Contract (revised J)

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