



INVITATION TO BID: FMA 0004-2023/24

VALIDITY PERIOD OF BID OFFER: 90 DAYS FROM CLOSING DATE

THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS TO SUBMIT A BID FOR THE PROCUREMENT OF THE SUPPLY AND DISTRIBUTING OF RECHARGEABLE LIGHTING UNITS WITH USB CHARGING CAPABILITIES TO IDENTIFIED BENEFICIARIES THROUGHOUT THE WESTERN CAPE IN AID OF THE WESTERN CAPE GOVERNMENT'S LOAD-SHEDDING RELIEF INITIATIVE

BID NUMBER: FMA 0004-2023/24

Contact person: Saadick Kahaar

Date of advertisement: 07 July 2023

Closing Date and Time: 28 July 2023 at 11H00

Extended Closing Date and Time: 04 August 2023 at 11H00

Compulsory Briefing Session: Monday, 17 July 2023 @ 11H00
via Microsoft Teams (Online)

In order to participate, potential Bidders must ensure
that an e-mail address (representative) is sent to
John.vandervent@westerncape.gov.za
on or before the 14 July 2023 at 15H00.

NB! Microsoft Teams Application needs to be installed.
on the relevant platform in order to participate (e.g. Cell
Phone, Laptop and or Desktop).

Late bid offers shall not be admitted for consideration.

Bidders to note that should the Bid document be too big to fit into the Bid Box, to please contact the following Supply Chain Management official/s who will ensure that bid documents get deposited into the bid box before the closing date and time: John Van Der Vent and Kim-Leigh February – 021 483 2943 and 021 483 8213.

Completed and signed (in ink) bid documents must be submitted on the official bid forms and may not be re-typed.

Completed and signed (in ink) bid documents if posted must be addressed to:

The Director, Supply Chain Management and Administration, P.O. Box 659 Cape Town, 8000 and sufficient time must be allowed for the delivery of the bid to the offices of SCM, situated in 7 Wale Street, Cape Town.

Or

DEPOSITED IN THE DEPARTMENT OF THE PREMIER TENDER BOX SITUATED ON THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.

RFB/s will be regarded as late if received after the closing time of the bid.

The Department of the Premier (DotP) reserves the right to cancel the bid at any stage of the process.

ALL PRICES MUST BE QUOTED IN RSA CURRENCY AND MUST BE INCLUSIVE OF VAT.

The service provider/s must comply with the conditions for the processing of personal information as prescribed by the Protection of Personal Information Act, No 4 of 2013 (POPI). The service provider/s is required to provide the WCG with a certificate confirming that the personal information provided to the service provider/s by the WCG has been destroyed.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and any other Conditions and or Special Conditions of Contract that might be stipulated in the requirement. Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

The successful bidder will be required to sign a written contract form within 7 days after the award of the bid

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**PLEASE NOTE THAT THIS BID IS A 2 ENVELOPE SYSTEM AND THE BELOW LABELS
MUST BE USED WHEN SUBMITTING YOUR BID DOCUMENTS**

ENVELOPE ONE

BID: FMA 0004-2023/24: The Department of the Premier wishes to invite potential bidders to submit a Bid for the procurement for the supply and distribution of Rechargeable Lighting Units with USB charging capabilities to identified beneficiaries throughout the Western Cape in aid of the Western Cape Government's Load-Shedding Relief Initiative

THIS ENVELOPE CONTAINS THE COMPLETE BID DOCUMENT WITHOUT THE WCBD 3.3 (PRICING SCHEDULE), AND MUST PLEASE BE DEPOSITED IN THE BID BOX/POSTED IN THE SAME MANNER.

KINDLY INSERT THE NAME OF BIDDING COMPANY.



ENVELOPE TWO

BID: FMA 0004-2023/24: The Department of the Premier wishes to invite potential bidders to submit a Bid for the procurement for the supply and distribution of Rechargeable Lighting Units with USB charging capabilities to identified beneficiaries throughout the Western Cape in aid of the Western Cape Government's Load-Shedding Relief Initiative

THIS ENVELOPE CONTAINS THE WCBD 3.3 (PRICING SCHEDULE), AND MUST PLEASE BE DEPOSITED IN THE BID BOX/POSTED IN THE SAME MANNER.

KINDLY INSERT THE NAME OF BIDDING COMPANY.



NOTE: KINDLY CUT AND PASTE ON THE RELEVANT ENVELOPES

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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:	FMA 0004-2023/24	CLOSING DATE:	04 August 2023	CLOSING TIME:	11:00
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DESCRIPTION	THE DEPARTMENT OF THE PREMIER WISHES TO INVITE POTENTIAL BIDDERS FOR THE PROCUREMENT OF THE SUPPLY AND DISTRIBUTION OF RECHARGEABLE LIGHTING UNITS WITH USB CHARGING CAPABILITIES TO IDENTIFIED BENEFICIARIES THROUGHOUT THE WESTERN CAPE IN AID OF THE WESTERN CAPE GOVERNMENT'S LOAD-SHEDDING RELIEF INITIATIVE.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Kim-Leigh February and John Van Der Vent
TELEPHONE NUMBER	021-483-2943/ 021-483-8213
FACSIMILE NUMBER	
E-MAIL ADDRESS	John.vandervent@westerncape.gov.za Kim-Leigh.February@westerncape.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Saadick Kahaar
TELEPHONE NUMBER	021 483 6386
FACSIMILE NUMBER	
E-MAIL ADDRESS	Saadick.Kahaar@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	WCSEB No.		TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No						

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[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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB D7).
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-FILED 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:

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18/12/2019

PRICING SCHEDULE

WCBD 3.3

Name of Bidder: Bid number: **FMA 0004-2023/24**

Closing Time: **11:00**

Closing date: **04 August 2023**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF THE BID

PROCUREMENT OF SERVICE PROVIDER TO SUPPLY AND DISTRIBUTE LOADSHEDDING RELIEF PACKS TO IDENTIFIED BENEFICIARIES IN THE WESTERN CAPE.

Bidders to provide pricing for their preferred product options.

The department reserves the right to evaluate pricing offers as depicted below:

To select a lighting unit option based on product preference and affordability. The options are listed in (a) – (c) below, in order of preference:

- (a) **Preference 1** - Rechargeable Solar lighting unit with USB charging capability
(Stand-alone solar panel and 3 LED light bulbs)
- (b) **Preference 2** - Rechargeable Solar lighting unit with USB charging capability
(integrated solar panel) (lantern)
- (c) **Preference3** - Rechargeable lighting unit with USB charging capability (lantern)

The Department of the Premier reserves the right not to award any contract contemplated herein.

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PRICING : PREFERRED OPTION 1

Item No.	Item Description	Estimated Quantity (aa)	Cost per unit (incl. VAT) (bb)	Total Amount (incl. VAT) (aa x bb)
A.	Rechargeable solar lighting unit with USB charging capability (3 light bulbs)	404 016		
B.	Branding cost for rechargeable solar lighting unit with USB charging capability (3 light bulbs)	404 016		
C.	Distribution Cost			
D	Total Bid Price (A+B+C)			
Specify Brand and Model no.				

PRICING: PREFERRED OPTION 2

Item No.	Item Description	Estimated Quantity (aa)	Cost per unit (incl. VAT) (bb)	Total Amount (incl. VAT) (aa x bb)
A.	Rechargeable lighting unit with USB charging capability (integrated solar panel)	404 016		
B.	Branding cost for rechargeable lighting unit with USB charging capability (integrated solar panel)	404 016		
C	Distribution Cost			
D	Total Bid Price (A+B+C)			
Specify Brand and Model no.				

PRICING: PREFERRED OPTION 3

Item No.	Item Description	Estimated Quantity (aa)	Cost per unit (incl. VAT) (bb)	Total Amount (incl. VAT) (aa x bb)
A.	Rechargeable lighting unit with USB charging capability	404 016		
B.	Branding cost for rechargeable lighting unit with USB charging capability	404 016		
C	Distribution Cost			
D	Total Bid Price (A+B+C)			
Specify Brand and Model no.				

The estimated minimum quantities listed above.

Please provide details of the duly designated or authorised person submitting the price schedule on behalf of the bidder:

Print Name(s) and Surname: _____

Designation: _____

Signature: _____

For Bidding enquiries:

Name: John Van Der Vent /Anele Moya/Kim-Leigh February

E-mail: john.vandervent@westerncape.gov.za / anele.moya@westerncape.gov.za / kim-leigh.february@westerncape.gov.za

Tel: 021-483-8213/2934

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PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

6. Definitions

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

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

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

"business interest" means -

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

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

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

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

Any person who directly or indirectly -

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

"CSD" means the Central Supplier Database maintained by National Treasury;

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"employee", in relation to –

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

"entity" means any -

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

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

"Family member" means a person's -

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

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

"Institution" means –

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

"Provincial Government Western Cape (PGWC)" means

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

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

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

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

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13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY		
CSD Registration Number	MAAA	
Name of the Entity		
Entity registration Number (where applicable)		
Entity Type		
Tax Reference Number		

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

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

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

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

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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

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

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES	

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS 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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 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 the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"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 tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 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 Rand, 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 or services through price quotations, competitive tendering process 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 for the origination of 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 that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding 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 in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/~~not exceed~~ R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - (b) Either the ~~80/20~~ or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

5.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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 table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
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 per cent (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 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 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 tender.
- 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 OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

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

- 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? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their 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

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

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

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

BID SPECIFICATION

TO APPOINT A SERVICE PROVIDER TO SUPPLY AND DISTRIBUTE RECHARGEABLE LIGHTING UNITS WITH USB CHARGING CAPABILITIES TO IDENTIFIED BENEFICIARIES THROUGHOUT THE WESTERN CAPE IN AID OF THE WESTERN CAPE GOVERNMENT'S LOAD-SHEDDING RELIEF INITIATIVE

1. PURPOSE

- 1.1 The Department of the Premier (DOTP) wishes to invite bidders with Logistics Management experience to provide end-to-end logistics management service (supply, store, and distribute) for its load-shedding relief initiative as part of the Western Cape Government's Energy Resilience Programme.
- 1.2 Please note that the Western Cape Government (WCG) may cancel the tender process at any time prior to the award of the tender contemplated herein for any of the following reasons:
 - 1.2.1 Due to changed circumstances, there is no longer a need for the services as specified in these Terms of Reference; or
 - 1.2.2 Funds are no longer available to cover the envisaged expenditure; or
 - 1.2.3 No acceptable bids are received; or
 - 1.2.4 There is a material irregularity in the tender process.

2. BACKGROUND

- 2.1 The strategic objectives of the Western Cape's Energy Resilience Programme are to reduce the impact of load shedding on businesses and citizens and to facilitate a lower level of reliance on Eskom in the Western Cape.
- 2.2 To mitigate the impact of load shedding on residents in the Western Cape, the Load Shedding Relief Programme, which is part of the broader Energy Resilience Programme, will provide an estimated 404,016 (four hundred and four thousand and sixteen) rechargeable lighting units with USB charging capabilities to five (5) beneficiary groups in the Province.
- 2.3 The rechargeable lighting units with USB charging capabilities are intended to address the basic needs of households during load shedding.

- 2.4 The rechargeable lighting units with USB charging capabilities will be distributed across the Province (24 local municipalities and the City of Cape Town) to the beneficiaries as indicated in Table 5.1 A.

3. BRIEFING SESSION

Please note that a **compulsory** briefing session will be held on:

Date: 17 July 2023

Time: 11:00-13:00

Venue: Microsoft Teams meeting invite

RSVP date & email: 14 July 2023, john.vandervent@westerncape.gov.za

- 3.1 Failure to attend the meeting will automatically disqualify the bidder.
- 3.2 After the official start of the meeting by the chairperson, **late joiners to the** meeting will as a general rule, not be allowed into the meeting. However, the chairperson may, at his/her sole discretion allow late joiners into to the meeting if he/she deems this to be appropriate in terms of prevailing circumstances at the time or deemed to be in the interest of the department. This decision will be clearly communicated to bidders already present.
- 3.3 The compulsory information session will be used to answer any questions that potential bidders may have in relation to the bid specifications.
- 3.4 A signed attendance certificate will be provided to each bidder after the compulsory information session. Each bidder must attach this attendance certificate to its bidding documents. Failure to do so, will lead to bid rejection.

4. SCOPE OF WORK

- 4.1 The successful service provider will deliver the service to supply and distribute the products throughout the Western Cape Province as per sections 5 to 7 of this specifications document.
- 4.2 The successful service provider is required to:
 - 4.2.1 Deliver the service preferably within two (2) months from the date of acceptance of the award (commencement date of contract);
 - 4.2.2 Furnish the Department with a comprehensive distribution plan aligned to the beneficiaries in the identified areas and the preferable contractual period of two (2) months;
 - 4.2.3 Procure the products at the best-negotiated price from suppliers;
 - 4.2.4 Store the products in their warehouse or storage facilities before distribution (includes the handling of return devices).
 - 4.2.5 Branding of items with the WCG logo (produce artwork/branding);
 - 4.2.6 Enter into a Service Level Agreement with the Department of the Premier outlining the scope of work;
 - 4.2.7 Provide a sample of the branded item(s) for approval before the distribution plan is executed;
 - 4.2.8 Provide the Department with a letter of guarantee of the product quantities secured and availability from supplier(s)
 - 4.2.9 Provide the department with a Returns Policy for managing returns during the warranty period;
 - 4.2.10 Within 14 days of product return, rectify reported damages/faulty of products identified/reported by beneficiaries;
 - 4.2.11 Manage the transportation and distribution to beneficiaries in identified areas;
 - 4.2.12 Assign a representative to attend weekly meetings to update and liaise with the department regarding the distribution progress (e.g. numbers of packs distributed by category and location), and report on challenges (including tracking of returns and product delivery behind schedule), performance (including budget spend), and schedule for the next period; and
 - 4.2.13 Provide proof of delivery to the Department in accordance with the Service Level Agreement.

5. DELIVERABLES

5.1 TABLE A: THE SUCCESSFUL BIDDER MUST UNDERTAKE THE SUPPLY AND DISTRIBUTION OF THE PRODUCT LISTED BELOW WITHIN THE PREFERABLE PERIOD OF TWO (2)-MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT AS SPECIFIED IN THE AWARD LETTER:

PRODUCTS	BENEFICIARY GROUP	ESTIMATED QUANTITY
Rechargeable lighting unit with USB charging capability	Matric pupils	23, 084
Rechargeable lighting unit with USB charging capability	Residents in Western Cape Government Department of Social Development (DSD)-funded frail care centres and assisted and independent living facilities	10, 229
Rechargeable lighting unit with USB charging capability	Persons with disabilities in DSD facilities	1, 647
Rechargeable lighting unit with USB charging capability	Agri-workers	20, 000
Rechargeable lighting unit with USB charging capability	Indigent residents	349, 056

5.1.1 Bidders to note that the bid provides for estimated maximum quantities.

5.2 TABLE B: SPECIFICATION FOR THE RECHARGEABLE LIGHTING UNIT WITH USB CHARGING CAPABILITY TO BE DISTRIBUTED TO THE IDENTIFIED BENEFICIARIES:

PRODUCT	SPECIFICATION
Rechargeable solar lighting unit with rechargeable battery and USB charging capability	• An integrated, rechargeable, portable light with solar panel and a minimum of LED 3 light bulbs • Stand-alone solar panel • Light-weight, compact and easy to use. • 3 LED bulbs: a minimum of 3Pc 3V LED Bulbs (2.5m cable each bulb) • Rechargeable battery: minimum maintenance-free sealed unit • LED colour: cool or warm white • Built-in discharge and overcharge circuits for battery protection • Minimum 12 hours of light use on a single battery charge (should be for the duration of the warranty period). • Must be AC/DC operated • At least one 5V DC output USB port for cell phone charging (no USB cable required) • Must include a minimum 6-month warranty • Product must be compatible with RSA power supply socket

Rechargeable solar lighting with rechargeable battery and USB charging capability (Integrated solar panel)	• A portable and rechargeable LED lantern • Integrated solar panel • Light-weight, compact and easy to use • Minimum LED brightness: at least 500 Lumens • Rechargeable battery: minimum maintenance-free sealed unit • Minimum of 20 LEDs • LED colour: cool or warm white • Built-in discharge and overcharge circuits for battery protection • Minimum 8 hours of light use on a single battery charge (should be for the duration of the warranty period). • Must be AC/DC operated • At least one 5V DC output USB port for cell phone charging (no USB cable required) • Must include a minimum 6-month warranty. • Product must be compatible with RSA power supply socket
Rechargeable lighting unit with USB charging capability	• A portable and rechargeable LED lantern • Light-weight, compact and easy to use • Minimum LED brightness: at least 500 Lumens • Rechargeable battery: minimum maintenance-free sealed unit • Minimum of 20 LEDs • LED colour: cool or warm white • Built-in discharge and overcharge circuits for battery protection • Minimum 8 hours of light use on a single battery charge(should be for the duration of the warranty period). • Must be AC/DC operated • At least one 5V DC output USB port for cellphone charging (no USB cable required) • Must include a minimum 6-month warranty.

	Product must be compatible with RSA power supply socket.
--	--

5.2.1. The department reserves the right to request further technical information from any bidder after the closing date.

6. BRANDING OF PRODUCTS

6.1 It is a requirement of this bid that the rechargeable lighting units must be branded as follows:

6.1.1 WCG artwork must be produced and pasted on the product. The branding and artwork are attached as **Annexure A**;

6.1.2 Bidders to provide the branding as a separate line-item cost on the pricing schedule.

7. DISTRIBUTION OF RECHARGEABLE LIGHTING UNITS TO BENEFICIARIES

7.1 Bidders must submit a proposed distribution plan with their bidding documents. The final distribution plan will be agreed to with the successful bidder.

7.1 TABLE C: THE DISTRIBUTION REQUIREMENTS FOR THIS SERVICE:

ITEM	DISTRIBUTION & SPECIAL CONDITIONS
Rechargeable lighting unit with USB charging capability to matric pupils in identified schools	- The delivery address for beneficiary schools is attached as Annexure B. - The service provider must contact schools and make the necessary delivery arrangements according to the final agreed distribution plan with the WCG. - The service provider must deliver the products to the schools. - The service provider and the school principal will verify the quantities of the products and acknowledge receipt of the goods on the service provider's official delivery note.

	- Any breakages and damages identified must be rectified by the service provider within 14 days from the date of delivery. - The service provider must provide the department with the invoice, delivery note, and register that has been signed and confirmed with the school principal to enable part payment.
Rechargeable lighting unit with USB charging capability to residents in Western Cape Government Department of Social Development (DSD)-funded frail care centres and assisted and independent living facilities	- The delivery address for beneficiary facilities is attached as Annexure C. - The service provider must contact facility managers and make the necessary delivery arrangements to Frail Care Centres, and Independent Living and Assisted Living facilities according to the final agreed distribution plan with the WCG. - The service provider must deliver the products to the Head/Manager of the facilities. - The service provider and the Head/Manager will verify the quantities of the products and acknowledge receipt of the goods on the service provider's official delivery note. - Any breakages and damages identified must be rectified by the service provider within 14 days from the date of delivery. - The service provider must provide the department with the invoice, delivery note, and register that has been signed and confirmed with the Head/Manager to enable part payment.
Rechargeable lighting unit with USB charging capability to Persons with Disabilities in DSD facilities	- The delivery address for beneficiary facilities is attached as Annexure D. - The service provider must contact facility managers and make the necessary delivery arrangements to facilities according to the final agreed distribution plan with the WCG.

	• The service provider must deliver the products to the Head/Manager of the facilities. • The service provider and the Head/Manager will verify the quantities of the products and acknowledge receipt of the goods on the service provider's official delivery note. • Any breakages and damages identified must be rectified by the service provider within 14 days from the date of delivery. • The service provider must provide the department with the invoice, delivery note, and register that has been signed and confirmed with the Head/Manager to enable part payment.
Rechargeable lighting unit with USB charging capability to agri-workers	• The delivery addresses are attached as Annexure E. • The service provider must make arrangements with the official from the designated district office from the Western Cape Department of Agriculture for the delivery in accordance with the approved distribution plan with the WCG. • The service provider must deliver the products to the official as identified by the Western Cape Department of Agriculture. • Any breakages and damages identified at the time of delivery must be rectified by the service provider within 14 days from the date of delivery. • The service provider must provide the department with the invoice, delivery note, and register immediately after damages and breakages have been signed and confirmed by the official of the Western Cape Department of Agriculture to enable part payment.
Rechargeable lighting unit with USB charging capability to indigent households	• Delivery will be in at most 116 wards in the City of Cape Town and major towns in 24 local municipalities (Annexure F).

	• The service provider must deliver the products to the locations as identified in Annexure F and in accordance with the approved distribution plan with the WCG. • The service provider will be required to issue the items to the beneficiaries at the identified locations in collaboration with officials from the municipalities (who will identify people on the indigent register) and provide acknowledgment of receipt from each beneficiary. • Any breakages and damages identified at the time of delivery must be rectified by the service provider within 14 days from the date of delivery. • The service provider must provide the department with the invoice, delivery note, and register that has been signed and confirmed with the beneficiary to enable part payment.
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8. PHASE 1(A): COMPULSORY CONDITIONS OF BID AND COMPULSORY TECHNICAL CONDITIONS OF BID

Each bidder must indicate with an "X" in Table 1 and Table 2 below whether it complies with the compulsory conditions and compulsory technical conditions of the bid. **Bid documentation must be supported with the actual evidence set out for each of the requirements indicated in Table 1 and Table 2 below.** Bidders are required to present proof that all related services, as indicated in **Table 2 below**, have been or are being rendered, by submitting the evidence indicated in **Table 2 below**.

If a bidder does not or fails to indicate with an "X" whether it complies with the compulsory conditions of the bid set out in **Table 1 and Table 2** below, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions and compulsory technical conditions of the bid set out in **Table 1 and Table 2** below. Any bidder that does not comply with the compulsory conditions of the bid, and/or any bidder that does not provide the actual evidence requested below, will, unless otherwise stated herein, not proceed to the evaluation phase of this bid.

8.1 Table 1: Compulsory Conditions of Bid

No	Compulsory Conditions of Bid	Comply	Do not comply
8.1.1	Each bidder must attend a compulsory information session must be attended for its entire duration held via Microsoft Teams on: Date 17 July 2023 Time :11:00-13:00 The compulsory information session will be used to answer any questions that potential bidders may have in relation to these Terms of Reference. A signed attendance certificate will be provided to each bidder after the compulsory information session. Each bidder must attach this attendance certificate to its bidding documents.		

8.1.2	Each bidder must be duly registered on the Central Supplier Database (CSD). WCG/DOTP shall verify such registration prior to the evaluation of each bid.		
8.1.3	Each bid must contain a duly completed and signed WCBD 1 (Invitation to Bid form). All information and documentation requested in such form must be provided. No WCBD 1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. The WCBD 1 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's technical proposal.		
8.1.4	Each bid must contain a duly completed and signed WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices, and Certificate of Independent Bid Determination). All information and documentation requested in such form must be provided. No WCBD 4 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. The WCBD 4 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's technical proposal.		
8.1.5	Each bid must contain a duly completed and signed WCBD 6.1 form (Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022) where the bidder intends to claim preferential procurement points for B-BBEE. All information and documentation requested in such form must be provided. No WCBD 6.1 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. The WCBD 6.1 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's technical proposal. If a bidder does not submit a duly completed		

	WCBD 6.1 form (including all information and documentation required in terms thereof), the bidder will not for this reason alone be disqualified from having its bid evaluated but it will be assumed that the bidder does not intend to claim any preferential procurement points for B-BBEE.		
8.1.6	Where applicable, any bid submitted by a consortium or joint venture of two or more firms must be accompanied by a copy of the consortium formation document or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein. Where a bid is submitted by a consortium or joint venture of two or more firms, please ensure that: • The joint venture agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the case may be) and is not a sub-contracting arrangement; and • For joint ventures and consortiums all standard bidding forms (i.e. WCBD 1 to be completed in the name joint venture/consortium, WCBD 4 must be completed for each member firm and WCBD 6.1 for the joint venture/consortium). • A trust, consortium or joint venture (including consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. • Each member firm must be registered on the CSD for joint ventures and consortiums.		

	Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such member firms. No copies of a consortium formation document or joint venture agreement or WCBD forms will be accepted after the closing date and time of the bid. The WCG/DOTP reserves the right to request a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) a certified copy of such document or agreement duly certified by a Commissioner of Oaths (where the consortium or joint venture is based in South Africa); or (b) an authenticated copy of such document or agreement duly authenticated by a Notary Public (where the consortium or joint venture is based outside of South Africa). Failure by a preferred bidder to provide the same within a period stipulated by the WCG/DOTP shall disqualify the bid submitted by that preferred bidder. All WCBD forms provided by a consortium or joint venture must be completed in a manner that makes it clear that the bidder is a consortium or joint venture. The WCG/DOTP reserves the right to request clarity in this regard on the WCBD forms provided by a consortium or joint venture.		
8.1.7	Each bid must contain a comprehensive technical proposal that is fully responsive to the requirements set out in section 4, 5, 6 & 7. The technical proposal must be sealed in an envelope that adheres to the following requirements: • The envelope must be marked with the name of the bidder and entitled: "Technical Proposal: Bid Number FMA 0004-2023/24." • The envelope must contain at least the following: ○ The comprehensive technical proposal and		

	o All mandatory documents specified in this Table 1 excluding all mandatory documents specified for item 8.1.8 below (i.e., excluding the financial proposal and related documents)		
8.1.8	Each bid must include an envelope separate from the technical proposal referred to in item 8.1.7 above in which the bidder's financial proposal must be sealed. The bidder's financial proposal will only be evaluated as part of Phase 2. The bidder's financial proposal must be sealed in an envelope that adheres to the following requirements: • The envelope must be marked with the name of the bidder and entitled: "Financial Proposal: Bid Number FMA 0004-2023/24"; and • The envelope must contain a duly completed and signed WCBD 3.3 form (pricing schedule) in the format attached hereto, and; • Should a bidder fail to include its financial proposal in a separate envelope, the bidder shall be disqualified from having its bid evaluated further.		
8.1.9	Samples to adhering to the minimum specifications indicated in Table 5.2 (TABLE B) - (returnable and non-WCG branded): • Must be delivered with the bid no later than the closing date and time. • Must be submitted in a sealed box containing the word "SAMPLE" (non-branded) and the bidder's name and bid number. • Samples will be returned to bidders.		
8.1.10	Proof of authority must be submitted as per WCBD 1 e.g., company resolution for the capacity under which this bid is signed.		

8.2. Table 2: Compulsory Technical Conditions of Bid

Bidders are required to indicate with an "X" in Table 2 below whether it complies with the compulsory technical conditions and present proof of ability to provide the service by submitting evidence required in Table 2 below. **FAILURE TO COMPLY WITH THE COMPULSORY TECHNICAL CONDITIONS OF BID, AND/ OR FAILURE TO ENSURE THAT THE EVIDENCE REQUESTED IN TABLE 2 BELOW IS PROVIDED, WILL, UNLESS OTHERWISE STATED HEREIN, RESULT IN THE BIDDER NOT PROCEEDING TO THE EVALUATION PHASE OF THIS BID.**

No	Compulsory Technical Conditions of Bid	Comply	Do not Comply
8.2.1	The bidder is required to provide a portfolio of evidence containing the following information. Evidence should include: ○ Detailed methodology on how the project will be executed over any of the periods as further described in Table 4 Item 1 below in terms of the scope of work and deliverables indicated sections 4,5,6,7: ▪ A proposed distribution plan indicating distribution quantities over contract period, ▪ indicate the number of vehicles that will be utilised over the period and ▪ the proposed resources to be used. ○ Letter of guarantee from suppliers indicating quantities immediately available for delivery and timeframe for the subsequent delivery within any of the periods as further described in Table 4 Item 1 below to include product details to be supplied. Products specified must be the same as the sample provided. ○ A returns policy to manage product returns during the warranty period.		

	- o Adequate storage facility (specify if leased or owned, size, address) to manage and store the volumes. The Department reserves the right to do a site visit. - o Funding plan to indicate how the project will be funded to ensure project continuity (written confirmation of the auditors/bank/creditors or accountant must be submitted with bid).		
8.2.2	The bidder must provide a minimum of three (3) reference letters or signed affidavits referring to the management of 3 projects of a similar nature in the last 5 years on a company letterhead that the WCG/DOTP will use/ to verify previous work done on similar projects and that confirms that the firm is successfully managing or has previously managed projects and the distribution of volumes of a similar nature. - o Registered name of Organisation, - o Type of Organisation, - o Type of service received from Bidder, - o Full name of contact person, and - o Telephone number and email address. - o Duration of the contract/project - o Value of the contract/project - o Whether the project was successfully completed - o This information must be provided either on a reference letter from the company where previous work was performed (See Annexure H) or a sworn affidavit (See Annexure I)		
8.2.3	To demonstrate the bidder's resource capability, please provide the Curriculum Vitae (CVs) of the Project Team leader and the Team members to be utilized in the contract execution. - o The project team leader must: - o Have knowledge and experience in managing contracts of a similar nature (indicate at least 3 projects of a similar nature that was managed		

	over the last 5 years including the description of each project, volumes managed and its duration, - o The Project Team must have (provide 3 CVs only): - o knowledge and experience working with contracts of a similar nature (individuals to indicate at least 3 projects of a similar nature that they worked on in the last 5 years including the description of each project, volumes managed, and its duration.		
8.2.4	Bidder's products comply with the technical specification for the products as indicated in Section 5.2, Table B, above. Evidence: o Provide Full Product Specifications from the manufacturer.		

8.3 Please note that each bidder, by submitting its bid, hereby confirms that it has the **necessary consent of each resource to provide any of his or her personal information as included as part of such bid.** The reference to "personal information" in this section shall mean "personal information" as defined in the Protection of Personal Information Act, 2013 (Act 4 of 2013). Where the personal information of a resource may not be disclosed at the bidding stage of the tender in question, a bidder may de-identify any information and documentation provided in its bid that constitutes personal information of that resource by doing the following:

- o Allocating a pseudonym for the first name and surname of the resource in question (indicating in the bid documents that such first name and surname are pseudonyms);
- o Removing personal information concerning the resource in question from the CV provided for that resource; and
- o Always ensuring that the information and documentation provided as part of the bid are sufficient for the WCG to evaluate that bid in line with the requirements set out in these Terms of Reference.

- 8.4. The WCG reserves its right to conduct a due diligence check to verify any material aspect of a bidder's bid prior to the award of the tender.

9. Phase 1 (B) Conditions of Contract

- 9.1. Each bidder must indicate with an "X" in **Table 3** below if it agrees with the following conditions of contract. **Each bidder must include in its bid a signed and completed copy of Table 3 below (i.e. a completed copy of Table 3 with a signature of an authorised representative of the bidder on each page comprising Table 3).** In the event that a bidder does not or fails to indicate with an "X" whether it agrees with a particular condition of contract set out in Table 3 below, it will be assumed, unless the bid documents otherwise, that the bidder does not agree to the condition of contract concerned. **Failure on the part of a bidder to agree to all conditions of contract as set out in Table 3 below and to submit, as part of its bid, proof of its agreement in this regard will lead to disqualification of that bidder's bid.** In the event that a bidder submits a completed but unsigned copy of Table 3, the Department reserves the right to verify with that bidder whether the completed Table 3 was in fact completed by the said bidder (which verification shall be deemed sufficient in lieu of a signed copy of Table 3). References, in Table 3 below, to Service Provider shall be deemed to be a reference to the bidder.

Table 3: Conditions of Contract

No	Conditions of Contract	Agree	Do not Agree
9.1.1	The service provider must provide the required services as soon as the award has been made and within the timeframes agreed to between the service provider and WCG/DOTP.		
9.1.2	The service provider must, at all times during the term of the contract, comply with and work within all legislation, regulations, policies, and frameworks applicable to the WCG (including, but not limited to, the Minimum Information Security Standards (MISS), the Public Finance Management Act (PFMA), the Protection of Personal Information Act (POPIA), and the Promotion of Access to Information Act (PAIA)). The cost of compliance with such legislation, regulations, policies, and frameworks must be included in the bid price.		
9.1.3	The service provider is bound by the General Conditions of Contract issued by the National Treasury ("the GCC"), read with the terms and conditions set out herein and to the exclusion of any standard terms and conditions that the service provider would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC but which the Bidder requires to be included in the contract between it and the WCG may, with the agreement of the WCG, be included in the Service Level Agreement referred to below.		
9.1.4	The service provider must adhere to all WCG governance and compliance policies and processes.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

No	Conditions of Contract	Agree	Do not Agree
9.1.5	The service provider must enter into a Service Level Agreement (SLA) with WCG at the date of award/appointment, which Service Level Agreement shall, subject to the terms and conditions set out herein, specify agreed key performance indicators, along with an indication on how the Bidder's performance in terms of the said contract will be monitored, assessed, measured, reported on and discussed at regularly scheduled meetings. The Service Level Agreement may be reviewed where necessary and appropriate.		
9.1.6	In the event that the Bidder is a consortium or joint venture, each member of such consortium or joint venture (as the case may be) shall be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein.		
9.1.7	The WCG reserves the right to terminate the contract contemplated herein or any part thereof at its discretion for any reason whatsoever upon 1 (one) month's written notice to the service provider concerned.		
9.1.8	The service provider must accept the terms and conditions as presented by the WCG.		
9.1.9	The Department reserves the right to have the products supplied in terms of the contract, or a sample thereof, tested for compliance in terms of the specification.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

No	Conditions of Contract	Agree	Do not Agree
9.1.10	The Department shall enable part payment to the Service Provider within 30 (thirty) days of providing the WCG with an invoice, delivery note, and register that complies with the requirements of the contract and is subject to the services delivered to the satisfaction of the Department.		
9.1.11	The Service Provider must have a presence (warehouse) within the Western Cape for the full duration of the contract. The WCG reserves the right to require the Service Provider to provide proof of such presence in the form of any of the following: a copy of a utility bill not older than 3 (three) months, a copy of a lease agreement; an affidavit, or the like.		
9.1.12	The service provider must provide the department with a distribution cost breakdown schedule per delivery point within 3 days after award.		

The following bidder hereby accepts the conditions of contract as indicated as being accepted on this page:

Bidder Name: _____

Signature of Authorised Representative of the Bidder: _____

10. Phase 1 (C): Functionality

- 10.1 The pre-appointed bid evaluation committee will evaluate the bids based on criteria contained in **Table 4** below.
- 10.2 The following weighting system will apply and only bidders scoring a minimum of 70 points or more will be eligible to migrate to Phase 2 of the evaluation phase of this bid.

TABLE 4: FUNCTIONALITY

No.	Criteria	Scoring	Weight
1.	Capability to supply and deliver products as per the distribution plan provided with the detailed methodology for executing the project.	40 points = Within 2 Months 30 points = Within 3 Months 20 points = Within 4 Months 10 points = more than 4 months	40%
2.	Product Offer (note that where bidders are able to offer more than one option, points will only be given for the preferred option. See paragraphs 11.1.2 and 11.1.3 read with paragraph 12.4.3.4 and the pricing schedule)	40 points = 3 Bulb Rechargeable Solar unit 30 points = Lantern with integrated solar panel 20 points = LED Lantern	40%
3	Provide a list and evidence of three (3) or more similar projects that were executed in a time period, in the past five (5) years as per the scope of work. The list and evidence must address successfully completed project/s in the following sequence: - o Registered name of Organisation, - o Type of Organisation, - o Type of service received from Bidder,	20 points = 5 or more projects with completion confirmation from the client 15 points = 4 projects with completion confirmation from the client 10 points = 3 projects with completion confirmation from the client	20%

	- o Full name of contact person, and - o Telephone number and email address. - o Duration of the contract/project - o Value of the contract/project - o Whether the project was successfully completed (completion confirmation from client)		
TOTAL			100
Threshold (minimum score)			70

11. PRICING

11.1 Bidders must take note of the following:

- 11.1.1. Each bid must contain a quote for the required services, which must be provided on and, in the format, set out in the WCBD 3.3 form (Pricing Schedule) attached hereto.
- 11.1.2. There are three (3) pricing options ranked in order of preference (see paragraph 12.4.3.4 and the pricing schedule below). The Department reserves the right to select only one option on the basis of preference and affordability.
- 11.1.3. Bidders are required to provide pricing for the product offers that they are able to provide (refer to Table 4 item 2 ("Product Offer"))
- 11.1.4. Bidders shall bid fixed prices. No price adjustment shall be allowed after the award or for the duration of the contract.
- 11.1.5. It is to be noted that the WCG/Department's financial year runs from 01 April – 31 March.
- 11.1.6. All amounts quoted must include VAT and will therefore be deemed to be VAT inclusive.

12. BID EVALUATION

- 12.1. Please note that a two-envelope system will be utilised for this tender.
- 12.2. The first envelope must contain the Bid Proposal.
- 12.3. The second envelope must contain the Financial Proposal in the form of a duly completed and signed WCBD 3.3 (pricing schedule) attached hereto.
- 12.4. This bid will be evaluated in **2 phases** as follows:
 - 12.4.1. **Phase 1(A)** – (a) Compliance to Compulsory Conditions of the bid,
(b) Compliance to Compulsory Technical Conditions;
 - 12.4.2. **Phase 1 (B)** - Agreement to Conditions of Contract.
 - 12.4.1.1 Strict compliance to all Compulsory Conditions and Compulsory Technical Conditions of the bid will be checked as part of Phase 1(A), and agreement to all Conditions of Contract will be checked as part of Phase 1(B). Bidders who do not comply with all compulsory bid conditions and/or do not agree to all the Conditions of Contract will not proceed to Phase 1(C) of the evaluation phase of this bid.
 - 12.4.1.2 Compliance for the purposes of Phase 1(A) and Phase 1(B) will be checked using the checklist provided in Annexure G. The WCG/Department prefers that

bidders complete and submit this checklist as part of their bids to ensure that compliance with the requirements applicable to Phase 1(A) and Phase 1(B) can be checked easily.

12.4.2 Phase 1(C): Functionality Evaluation

12.4.2.1. The pre-appointed bid evaluation committee will evaluate the bids based on the criteria contained in **Table 4 above**.

12.4.2.2. The weighting system provided in Table 4 above will apply and only bidders scoring a minimum of 70 points or more will be eligible to migrate to Phase 2 of the evaluation phase of this bid.

12.4.3 Phase 2 – Application of price and preference points

12.4.3.1 All acceptable bids will compete on price and B-BBEE compliance. Allocation of points for price and B-BBEE contribution level status shall be done in accordance with the applicable provisions of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), read with the Preferential Procurement Regulations, 2022.

12.4.3.2. The following breakdown and weighting will apply:

Table 5

No	BREAKDOWN	Points
1.	PPPFA / B-BBEE scoring	10
2.	Price	90
	Total	100

12.4.3.3 A bid not containing a completed pricing schedule that conforms in all material respects to the format set out in the WCBD 3.3 form attached hereto, read with section 11 above, shall not be eligible for evaluation under Phase 2. A unit price must be provided for each line item, failing which it will be assumed that the bidder is unable to provide the services not priced for.

12.4.3.4 The department reserves the right to evaluate pricing offers as depicted below:

12.4.3.4.1 To select a lighting unit option based on product preference and affordability (approved budget). The options are listed in 12.4.3.4.1 (a) – 12.4.3.4.1 (c) below, in order of preference:

12.4.3.4.1 (a) **Preference 1** - Rechargeable Solar lighting unit with USB charging capability (Stand-alone solar panel and 3 LED light bulbs)

12.4.3.4.1 (b) **Preference 2** - Rechargeable Solar lighting unit with USB charging capability (integrated solar panel) (lantern)

12.4.3.4.1 (c) **Preference 3** - Rechargeable lighting unit with USB charging capability (lantern)

13. IMPORTANT INFORMATION TO BIDDERS:

13.1 The procuring department reserves the right to negotiate with the following categories of bidders prior to the award of the tender contemplated herein, but within the applicable Bid validity period:

13.1.1 Bidders that have been identified as preferred bidders through a competitive or limited bidding process, but the bids of which are not market-related, provided that any negotiations entered into with such preferred bidders (i) not substantially alter the original specifications/terms of reference, the compulsory bid conditions, and/or the relevance of the Bid evaluation process; and (ii) the exercise of such right shall not allow the bidder(s) concerned an unfair advantage over other bidders and shall not be to the detriment of such other bidders; or

13.1.2 A bidder that is the only preferred bidder in the circumstances (i.e., either a sole or single source bidder or the only bidder to have proceeded to the final evaluation phase of a competitive or limited bidding process) where the bidder's quote is not market-related or the acceptance of the bidder's bid by the procuring department is conditional upon market-related tariffs or rates being negotiated and agreed between the procuring department and the bidder concerned.

13.2 No alternative bid offers will be accepted.



**Western Cape
Government**

FOR YOU

VISUAL LANGUAGE

COLOUR

Supporting palette

A standard tertiary palette is therefore to act solely as support for the primary colours. These colours must never be used independently.

These colours may also be used as tints (lighter versions of original).

**USE THE CORRECT
COLOUR VALUES
FOR THE CHOSEN
APPLICATION.**

**COLOUR
TRANSLATES
DIFFERENTLY
ACROSS DIFFERENT
MEDIA.**

Colour

Primary colour

Primary colour

Secondary colours

WCG Grey PANTONE® 260 C C: 50 M: 50 Y: 0 K: 50 HEX # 808080	WCG Grey PANTONE® Warm Grey 7 C C: 50 M: 45 Y: 28 K: 10 HEX # 999999	WCG Steel Blue PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Steel Blue PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Bright Blue PANTONE® 270 C C: 54 M: 53 Y: 0 K: 12 HEX # 40E0D0	WCG Bright Blue PANTONE® 270 C C: 54 M: 53 Y: 0 K: 12 HEX # 40E0D0	WCG Bright Purple PANTONE® 270 C C: 54 M: 53 Y: 0 K: 12 HEX # 40E0D0	WCG Bright Purple PANTONE® 270 C C: 54 M: 53 Y: 0 K: 12 HEX # 40E0D0	WCG Purple PANTONE® 260 C C: 50 M: 50 Y: 0 K: 50 HEX # 808080	WCG Purple PANTONE® 260 C C: 50 M: 50 Y: 0 K: 50 HEX # 808080	WCG Light Purple PANTONE® 260 C C: 50 M: 50 Y: 0 K: 50 HEX # 808080	WCG Light Purple PANTONE® 260 C C: 50 M: 50 Y: 0 K: 50 HEX # 808080	WCG Teal PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Teal PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Green PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Green PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Yellow PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Yellow PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Orange PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Orange PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Red PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Red PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Dark Red PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Dark Red PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Black PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG Black PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG White PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4	WCG White PANTONE® 290 C C: 53 M: 50 Y: 0 K: 20 HEX # 4682B4
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ANNEXURE B – WCG HIGH SCHOOLS (QUINTILES 1, 2, 3 AND SNE SCHOOLS)

EDUC DISTRICT	SCHOOL NAME	TYPE	QUINTILE	GR1 2	PHYSICAL ADDRESS1	PHYSICAL ADDRESS2	PHYSICAL POSTAL CODE	SUBURB	TOWN
CAPE WINELANDS	ASHTON PUBLIC COMBINED SCHOOL	Combined School	NQ2	81	MKESU AVENUE	ZOLANI TOWNSHIP	6715	ZOLANI	ASHTON
CAPE WINELANDS	ASHTON SEKONDÊRE SKOOL	Secondary School	NQ3	226	GLADIOLAAN	ASHTON	6715	ASHTON	ASHTON
CAPE WINELANDS	JAKES GERWEL TECHNICAL SCHOOL	Secondary School	NQ2	49	12A MAIN STREET	BONNIEVALE	6730	BONNIEVALE	BONNIEVALE
CAPE WINELANDS	LANGEBERG SEKONDÊR	Secondary School	NQ3	269	GEORGE-WEG 3	DAGBREEK	6705	ROBERTSON	ROBERTSON
CAPE WINELANDS	MASAKHEKE COMBINED SCHOOL	Combined School	NQ2	92	PETER STREET	NKQUBELA LOCATION	6705	NKQUBELA	ROBERTSON
CAPE WINELANDS	DE KRUINE SEKONDÊR	Secondary School	NQ1	73	SKOOLSTRAAT	TOUWSRIVIER	6880	TOUWS RIVER	TOUWS RIVER
CAPE WINELANDS	H.F VAN CUTSEM HIGH SCHOOL	Combined School	NQ1	118	33 MANDELA STREET	DE DOORNS	6875	DE DOORNS	OUTSIDE A TOWN
CAPE WINELANDS	HEXVALLEI SEKONDÊR	Secondary School	NQ2	190	GLENCOWEG	DE DOORNS	6875	DE DOORNS	DE DOORNS
CAPE WINELANDS	VUSIZWE SECONDARY SCHOOL	Secondary School	NQ1	201	CONA AVENUE	ZWELETEMBA	6852	ZWELETEMBA	WORCESTER
CAPE WINELANDS	ZWELETHEMBA HIGH SCHOOL	Secondary School	NQ1	139	MNGCUNUBE STREET	ZWELETHEMBA	6850	ZWELETEMBA	WORCESTER
CAPE WINELANDS	WORCESTER SEKONDÊR	Secondary School	NQ2	176	STYNDERSTRAAT	WORCESTER	6850	WORCESTER	WORCESTER
CAPE WINELANDS	IINGCINGA ZETHU SECONDARY SCHOOL	Secondary School	NQ1	176	BOKOLOSHI AVENUE	NDULI	6835	NDULI	CERES

CAPE WINELANDS	SKURWBERG SEKONDÊRE SKOOL	Combin ed School	NQ3	93	R303 CITRUSDAL PAD	OP-DIE-BERG	6836	CERES	OUTSIDE A TOWN
CAPE WINELANDS	ROODEZANDT SEKONDÊR	Second ary School	NQ3			SARON	6812	SARON	SARON
CAPE WINELANDS	CHARLESTON HILL SEKONDÊR	Second ary School	NQ2	140	VAN DER STELSTRAAT	KLEIN NEDERBURG	7646	KLEIN NEDERBURG	PAARL
CAPE WINELANDS	DESMOND MPIOLO TUTU SECONDARY SCHOOL	Second ary School	NQ1	264	FUNDA STREET	POLAR PARK	7626	PAARL	PAARL
CAPE WINELANDS	IDLUMELO JUNIOR SECONDARY SCHOOL	Second ary School	NQ1	198	ZINGISANI	MBEKWENI	7655	MBEKWENI	PAARL
CAPE WINELANDS	NEW ORLEANS SEKONDÊR	Second ary School	NQ3	254	SUIKERBOSLAAN	NEW ORLEANS	7646	NEW ORLEANS	PAARL
CAPE WINELANDS	WELLINGTON SECONDARY SCHOOL	Second ary School	NQ3	184	DAVIDSLAAN	VAN WYKSVLEI	7655	VAN WYKS VLEI	WELLINGTON
CAPE WINELANDS	NOORDER-PAARL SEKONDÊR	Second ary School	NQ3	227	BERLYNSTRAAT	NOORDER- PAARL	7646	PAARL CENTRAL EAST	PAARL
CAPE WINELANDS	PAULUS JOUBERT SEKONDÊR	Second ary School	NQ2	261	BEUKESSTRAAT	PAARL	7646	LANTANA	PAARL
CAPE WINELANDS	GROENDAL SEKONDÊR	Second ary School	NQ1	165	JAFTHASSINGEL	FRANSCHOEK	7690	LE ROUX	FRANSCHHOEK
CAPE WINELANDS	KLAPMUTS HIGH SCHOOL	Second ary School	NQ1	0	GROENFOENTEIN		7625	LA ROCHELLE	KLAPMUTS
CAPE WINELANDS	KYLEMORE SEKONDÊR	Second ary School	NQ2	112	SKOOLSTRAAT 1	KYLEMORE	7608	KYLEMORE	STELLENBOSCH RURAL
CAPE WINELANDS	KAYAMANDI SECONDARY SCHOOL	Second ary School	NQ1	303	OLD COROBICK ROAD	KAYAMANDI	7600	KAYA MANDI	STELLENBOSCH
CAPE WINELANDS	MAKUPULA SECONDARY SCHOOL	Second ary School	NQ1	142	429 P O BOX 993	STELLENBOSCH	7599	KAYA MANDI	STELLENBOSCH

CAPE WINELANDS	STELLENZICHT SEKONDÊR	Second ary School	NQ2	108	TRIBUTE LAAN	VALLEYPAD, JAMESTOWN	7600	JAMESTOWN	STELLENBOSCH
EDEN AND CENTRAL KAROO	ALBERTINIA HOËRSKOOOL	Combin ed School	NQ3	36	13 HORNSTREET	ALBERTINIA	6695	ALBERTINIA	ALBERTINIA
EDEN AND CENTRAL KAROO	GERRIT DU PLESSIS SEKONDÊR	Second ary School	NQ3	112	PANORAMA - MEENT	RIVERSDAL	6670	RIVERSDALE	RIVERSDALE
EDEN AND CENTRAL KAROO	GARDEN ROUTE HIGH SCHOOL	Second ary School	NQ1	0	4464 ADRIAANS DRIVE	ASLA	6500	KWANONQABA EXT	MOSSEL BAY
EDEN AND CENTRAL KAROO	GROOT-BRAKRIVIER SEKONDÊRE SKOOL	Combin ed School	NQ3	99	MARIGOLDSTRAA T 18	GREENHAVEN	6525	WOLVEDANS	GROOT BRAKRIVIER
EDEN AND CENTRAL KAROO	INDWE SECONDARY SCHOOL	Second ary School	NQ1	227	20 GENTSWANA DRIVE	KWANONQAB A	6511	KWANONQABA	MOSSEL BAY
EDEN AND CENTRAL KAROO	PARKDENE SEKONDÊR	Second ary School	NQ3	190	BALLOTSTRAAT	PARKDENE	6529	BALLOTSVIEW	GEORGE
EDEN AND CENTRAL KAROO	THEMBALETHU SECONDARY SCHOOL	Second ary School	NQ2	250	QHAWA STREET	THEMBALETHU	6536	THEMBALETHU	GEORGE
EDEN AND CENTRAL KAROO	CONCORDIA HIGH SCHOOL	Second ary School	NQ2	133	05 CONCORDIA ROAD	CONCORDIA WEST	6571	CONCORDIA	KNYSNA
EDEN AND CENTRAL KAROO	MURRAY HIGH SCHOOL	Second ary School	NQ2	222	SKOSANA STREET	KWANOKUTHU LA	6600	KWANOKUTHULA	KWANOKUTHULA
EDEN AND CENTRAL KAROO	PERCY MDALA HIGH SCHOOL	Second ary School	NQ1	199	SIGCU STREET	KHAYALETHU SOUTH	6571	KHAYALETU	KNYSNA
EDEN AND CENTRAL KAROO	PLETTENBERGBAAI SEKONDÊR	Second ary School	NQ3	159	N2 NASIONALE PAD	EBENEZER HEIGHTS	6600	PLETTENBERG BAY	OUTSIDE A TOWN
EDEN AND CENTRAL KAROO	AURIAL COLLEGE	Second ary School	NQ3	100	KOLLEGEWEG	BRIDGETON	6625	BRIDGETON	OUTDISHOORN
EDEN AND CENTRAL KAROO	BRIDGTON SEKONDÊR	Second ary School	NQ3	189	BERGINSSTRAAT 2	BRIDGTON	6625	BRIDGETON	OUTDISHOORN

EDEN AND CENTRAL KAROO	FEZEKILE SECONDARY SCHOOL	Second ary School	NQ1	88	DASSIE ROAD	BONGOLETHU	6620	OUTSHOORN	OUTSHOORN
EDEN AND CENTRAL KAROO	DE RUST SEKONDÊR	Second ary School	NQ1	51	2DE LAAN	DE RUST	6650	DE RUST	DE RUST
EDEN AND CENTRAL KAROO	DYSELSDORP SEKONDÊR	Second ary School	NQ1	121	DEELMANSTRAAT 1	DYSELSDORP	6628	DYSELSDORP	DYSELSDORP
EDEN AND CENTRAL KAROO	HAARLEM SEKONDÊRE SKOOL	Combin ed School	NQ1	99	HOOGSTRAAT 19	HAARLEM	6467	HAARLEM	HAARLEM
EDEN AND CENTRAL KAROO	MORESTER SEK	Second ary School	NQ3	195	BLACKWOODSTR AAT	BRIDGTON	6625	OUTSHOORN	OUTSHOORN
EDEN AND CENTRAL KAROO	PROTEA HOËRSKOOL	Second ary School	NQ3	33	3 WOLF ROAD	OUTSHOORN	6620	OUTSHOORN	OUTSHOORN
EDEN AND CENTRAL KAROO	BASTIAANSE SEKONDÊRE SKOOL	Second ary School	NQ3	173	LANGSTRAAT 708	RUSTDENE	6970	RUSTDENE	BEAUFORT WEST
EDEN AND CENTRAL KAROO	BEAUFORT-WES SEKONDÊR	Second ary School	NQ3	233	HEUWELSTRAAT	RUSTDENE	6970	RUSTDENE	BEAUFORT WEST
EDEN AND CENTRAL KAROO	MANDLENKOSI SECONDARY SCHOOL	Second ary School	NQ3	82	JABAVU ROAD	KWA- MANDLENKOSI	6970	SIDESAVIWA	BEAUFORT WEST
EDEN AND CENTRAL KAROO	MURRAYSBURG HOËRSKOOL	Second ary School	NQ3	56	GRAAFF- REINETWEG	MURRAYSBUR G	6995	MURRAYSBURG	MURRAYSBURG
EDEN AND CENTRAL KAROO	GEORGE SEKONDÊR	Second ary School	NQ3	263	MISSIONSTRAAT 6	ROSEMOOR	6539	LEVALLIA	GEORGE
EDEN AND CENTRAL KAROO	IMIZAMO YETHU SECONDARY SCHOOL	Second ary School	NQ1	201	NGCAKANI ROAD	THEMBALETHU	6529	THEMBALETHU	GEORGE
EDEN AND CENTRAL KAROO	JONGA STREET SECONDARY SCHOOL	Second ary School	NQ2	213	JONGA STREET	ZONE 6	6530	THEMBALETHU	GEORGE
METRO CENTRAL	FEZEKA SECONDARY SCHOOL	Second ary School	NQ3	197	NY2 FEZEKA STREET	GUGULETHU	7750	GUGULETHU	CITY OF CAPE TOWN

METRO CENTRAL	I. D. MKIZE SEN SECONDARY	Second ary School	NQ3	262	NY 50	GUGULETHU	7750	GUGULETU	CITY OF CAPE TOWN
METRO CENTRAL	INTSHUKUMO SECONDARY SCHOOL	Second ary School	NQ3	198	NY 50	GUGULETHU	7751	GUGULETU	CITY OF CAPE TOWN
METRO CENTRAL	HOUTBAAI SEKONDER	Second ary School	NQ3	52	MARLIN CRESCENT	HOUT BAY	7806	HOUT BAY	CITY OF CAPE TOWN
METRO CENTRAL	NOWERS HIGH SCHOOL ACADEMY	Second ary School	NQ3	0	C/O VALLEY & PARK AVENUE	HOUT BAY	7806	HOUT BAY	CITY OF CAPE TOWN
METRO CENTRAL	SILIKAMVA HIGH SCHOOL	Second ary School	NQ3	142	PENZANCE ROAD	PENZANCE ESTATE	7806	HOUT BAY	CITY OF CAPE TOWN
METRO CENTRAL	IKAMVALETHU SECONDARY SCHOOL	Second ary School	NQ3	197	ZONE 27 OFF WASHINGTON STREET	TEMBA NQOSE STREET	7455	LANGA	CITY OF CAPE TOWN
METRO CENTRAL	ISILIMELA SECONDARY SCHOOL	Second ary School	NQ3	373	WASHINGTON ROAD	LANGA	7456	LANGA	CITY OF CAPE TOWN
METRO CENTRAL	KULANI SECONDARY SCHOOL	Second ary School	NQ3	105	5 ZONE 5	THABO MBEKI STREET	7455	LANGA	CITY OF CAPE TOWN
METRO CENTRAL	LANGA SECONDARY SCHOOL	Second ary School	NQ3	187	WASHINGTON STREET	LANGA	7455	LANGA	CITY OF CAPE TOWN
METRO EAST	ESANGWENI SECONDARY SCHOOL	Second ary School	NQ2	156	NITENIYA ROAD	KUYASA	7765	KUYASA	CITY OF CAPE TOWN
METRO EAST	HARRY GWALA SECONDARY SCHOOL	Second ary School	NQ2	190	HLEHLA STREET	MAKHAZA	7784	UMRHABULO TRIANGLE	CITY OF CAPE TOWN
METRO EAST	SIPHAMANDLA SECONDARY SCHOOL	Second ary School	NQ3	281	59786 LINDELA ROAD	KUYASA	7784	KUYASA	CITY OF CAPE TOWN
METRO EAST	WALLACEDENE SECONDARY SCHOOL	Second ary School	NQ3	212	29342 WALTER SISULU STREET	WALLACEDEN E	7570	WALLACEDENE	CITY OF CAPE TOWN
METRO EAST	HECTOR PETERSON SECONDARY SCHOOL	Second ary School	NQ2	287	CNR OF PEDRO & MANDLAKAZI	WALLACEDEN E	7569	WALLACEDENE	CITY OF CAPE TOWN

METRO EAST	MASVILE SENIOR SECONDARY SCHOOL	Second ary School	NQ3	240	C/O BONGA DRIVE AND PAMA ROAD	G SECTION	7784	EYETHU	CITY OF CAPE TOWN
METRO EAST	INTLANGANISO SECONDARY SCHOOL	Second ary School	NQ2	225	NJONGO STREET	SITE C	7791	MXOLISI PHETANI	CITY OF CAPE TOWN
METRO EAST	JOE SLOVO SECONDARY SCHOOL	Second ary School	NQ2	202	KUSASA ROAD	KHAYELITSHA	7784	KHAYA	CITY OF CAPE TOWN
METRO EAST	USASAZO SECONDARY SCHOOL	Second ary School	NQ2	262	6 BANGISO DRIVE	Y SECTION SITE B	7784	VICTORIA MXENGE	CITY OF CAPE TOWN
METRO EAST	MATTHEW GONIWE MEMORIAL HIGH SCHOOL	Second ary School	NQ2	252	NYATHI STREET	SITE B	7784	NONQUBELA	CITY OF CAPE TOWN
METRO EAST	UXOLO HIGH SCHOOL	Second ary School	NQ3	220	BATHANDWA NDODO ROAD	20 SECTION	7784	MANDELA PARK	CITY OF CAPE TOWN
METRO EAST	ZOLA SENIOR SECONDARY SCHOOL	Second ary School	NQ3	173	1 HOPE STREET	THEMBANI VILLAGE	7791	THEMBOKWEZI	CITY OF CAPE TOWN
METRO EAST	CENTRE OF SCIENCE AND TECHNOLOGY	Second ary School	NQ3	104	50 SINGQOLAMTHI STREET	ILITHA PARK	7784	ILITHA PARK	CITY OF CAPE TOWN
METRO EAST	LUHLAZA SECONDARY SCHOOL	Second ary School	NQ3	251	MAKABENI ROAD	KHAYELITSHA	7784	KHAYA	CITY OF CAPE TOWN
METRO EAST	MASIBAMBANE SECONDARY SCHOOL	Second ary School	NQ1	365	OLD PAARL ROAD	BLOEKOMBOS	7570	BLOEKOMBOS	CITY OF CAPE TOWN
METRO EAST	IQHAYIYA SECONDARY SCHOOL	Second ary School	NQ3	185	44 MATETA STREET	I - SECTION	7784	EYETHU	CITY OF CAPE TOWN
METRO EAST	KWAMFUNDO SECONDARY SCHOOL	Second ary School	NQ2	242	16 NCUMO ROAD	HARARE	7784	HARARE	CITY OF CAPE TOWN
METRO EAST	MANYANO HIGH SCHOOL	Second ary School	NQ3	230	MSOBOMVU DRIVE	ILITHA PARK	7784	ILITHA PARK	CITY OF CAPE TOWN
METRO EAST	BULUMKO SECONDARY SCHOOL	Second ary School	NQ3	192	31 MONGEZI STREET	F SECTION	7784	EYETHU	CITY OF CAPE TOWN

METRO EAST	SIZIMISE SECONDARY SCHOOL	Second ary School	NQ3	158	STEVE TSHWETE ROAD	MANDELA PARK	7784	MANDELA PARK	CITY OF CAPE TOWN
METRO EAST	KHANYOLWETHU SECONDARY SCHOOL	Second ary School	NQ3	254	NOXOLO STREET	LWANDLE	7139	LWANDLE	CITY OF CAPE TOWN
METRO EAST	SINAKO HIGH SCHOOL	Second ary School	NQ2	234	TUTU AVENUE	MAKAZA	7784	UMRHABULO TRIANGLE	CITY OF CAPE TOWN
METRO EAST	THEMBELIHLE HIGH SCHOOL	Second ary School	NQ2	174	GOVAN MBEKI ROAD	TOWN 2	7784	MANDELA PARK	CITY OF CAPE TOWN
METRO EAST	BLOEKOMBOS SECONDARY SCHOOL	Second ary School	NQ1	382	OLD PAARL ROAD	BLOEKOMBOS	7570	KRAAIFONTEIN EAST	CITY OF CAPE TOWN
METRO EAST	CHRIS HANI SECONDARY SCHOOL	Second ary School	NQ2	272	2 CEKECA ROAD C/O ONVERWACHT AND	MAKHAZA	7784	UMRHABULO TRIANGLE	CITY OF CAPE TOWN
METRO EAST	LWANDLE HIGH SCHOOL	Second ary School	NQ3	0		VULINDLELA STREET	7140	STRAND	CITY OF CAPE TOWN
METRO EAST	NOMZAMO HIGH SCHOOL	Second ary School	NQ3	183	SIMON STREET	NOMZAMO	7140	NOMZAMO	CITY OF CAPE TOWN
METRO EAST	SIMANYENE SECONDARY SCHOOL	Second ary School	NQ3	292	HLATI STREET	NOMZAMO	7140	ASANDA	CITY OF CAPE TOWN
METRO EAST	WEST BANK HIGH SCHOOL	Second ary School	NQ3	82	BEAVERSTRAAT	WESBANK	7580	WESBANK	CITY OF CAPE TOWN
METRO NORTH	VOORBRUG SEKONDÊR	Second ary School	NQ3	155	VOORBRUGWEG	VOORBRUG	7100	VOORBRUG	CITY OF CAPE TOWN
METRO NORTH	EDISON CENTURY CITY HIGH SCHOOL	Second ary School	NQ3	0	8 CNR PRINGLE AND NOBLE RD	MILNERTON	7441	CENTURY CITY	CITY OF CAPE TOWN
METRO NORTH	DELFT HIGH SCHOOL	Second ary School	NQ3	0	THE HAGUE AVENUE	DELFT	7101	DELFT 1 & 2	CITY OF CAPE TOWN
METRO NORTH	ROSENDAAL HIGH SCHOOL NO.2	Second ary School	NQ3	0	101 MAIN ROAD		7100	ROSENDAAL	CITY OF CAPE TOWN

METRO NORTH	ROSENDAAL SEKONDÊR	Second ary School	NQ3	158	101 MAIN ROAD	ROSENDAAL	7100	ROSENDAAL	CITY OF CAPE TOWN
METRO NORTH	BARDALE SECONDARY SCHOOL	Second ary School	NQ2	221	CNR JURY & PARLIAMENT STR	MFULENI	7100	FAIRDALE	CITY OF CAPE TOWN
METRO NORTH	MANZOMTHOMBO SECONDARY SCHOOL	Second ary School	NQ3	311	NKOHLA STREET	MFULENI	7100	MFULENI	CITY OF CAPE TOWN
METRO NORTH	MFULENI SECONDARY SCHOOL	Second ary School	NQ3	263	TOKWANA STREET	EXTENSION 6	7100	MFULENI	CITY OF CAPE TOWN
METRO NORTH	MFULENI TECHNICAL ACADEMY	Second ary School	NQ3	0	10 INKONJANE STREET	EXTENSION 3	7100	MFULENI	CITY OF CAPE TOWN
METRO NORTH	AQUILA HIGH SCHOOL	Second ary School	NQ1	0	LORDS WALK	FISANTEKRAAL	7550	GREENVILLE GARDEN CITY	CITY OF CAPE TOWN
METRO NORTH	FISANTEKRAAL HIGH SCHOOL	Second ary School	NQ1	181	C/O DULLA OMAR	LITCHENBERG STR	7550	FISANTEKRAAL	CITY OF CAPE TOWN
METRO NORTH	INKWENKWEZI SECONDARY SCHOOL	Second ary School	NQ3	206	91 WAXBERRY STREET	DU NOON	7441	DUNOON	CITY OF CAPE TOWN
METRO NORTH	SAXONSEA NO.2 HIGH SCHOOL	Second ary School	NQ3	0	8 HERMES AVENUE		7349	SAXONSEA	ATLANTIS
METRO SOUTH	DR. NELSON R. MANDELA HIGH SCHOOL	Second ary School	NQ2	232	CNR GOVAN MBEKI AND	EISLEBEN ROADS	7781	CROSSROADS	CITY OF CAPE TOWN
METRO SOUTH	NEW EISLEBEN SECONDARY SCHOOL	Second ary School	NQ3	235	CNR: STULO & NEW EISLEBEN ROAD	CROSS ROADS	7755	CROSSROADS	CITY OF CAPE TOWN
METRO SOUTH	OSCAR MPETHA HIGH SCHOOL	Second ary School	NQ2	183	NO 8 EMMS DRIVE	NYANGA	7751	NYANGA	CITY OF CAPE TOWN
METRO SOUTH	SITHEMBELE MATISO SECONDARY SCHOOL	Second ary School	NQ3	208	78 C/O KOORNOF STREET & NY 78	NEW CROSS ROADS	7750	NYANGA	CITY OF CAPE TOWN
METRO SOUTH	TAFELSIG NO.2 HIGH SCHOOL	Second ary School	NQ3	0	1 ROCKIES STREET		7785	TAFELSIG	CITY OF CAPE TOWN

METRO SOUTH	VUYISEKA SECONDARY SCHOOL	Second ary School	NQ2	223	1 NGQWANGI DRIVE	PHILLIPI EAST	7750	PHILIPPI	CITY OF CAPE TOWN
METRO SOUTH	INTSEBENZISWANO SECONDARY SCHOOL	Second ary School	NQ2	244	TYWAKA ROAD	PHILIPPI	7785	PHILIPPI	CITY OF CAPE TOWN
METRO SOUTH	SINETHEMBA SECONDARY SCHOOL	Second ary School	NQ2	318	2110 SAGWITYI STREET	BROWN'S FARM	7784	PHILIPPI	CITY OF CAPE TOWN
METRO SOUTH	SOPHUMELELA SECONDARY SCHOOL	Second ary School	NQ3	301	C/O OLIVER TAMBO & VANGUARD DR	SAMORA MACHEL	7786	PHILIPPI	CITY OF CAPE TOWN
METRO SOUTH	ZISUKHANYO SECONDARY SCHOOL	Second ary School	NQ3	231	OLIVER TAMBO DRIVE	WELTEVREDEN VALLEY	7802	PHILIPPI	CITY OF CAPE TOWN
METRO SOUTH	MASIPHUMELELE HIGH SCHOOL	Second ary School	NQ3	241	CNR CHASMAY AND GUINEFOWL ROAD	SUNNYDALE	7975	SUNNYDALE	CITY OF CAPE TOWN
METRO SOUTH	PHAKAMA SECONDARY SCHOOL	Second ary School	NQ2	180	SINGOLAMTHI ROAD	LOWER CROSSROADS	7785	PHILIPPI	CITY OF CAPE TOWN
METRO SOUTH	PHANDULWAZI HIGH SCHOOL	Second ary School	NQ3	222	15 15 NGQWANGI DRIVE	LOWER CROSS ROADS	7789	PHILIPPI	CITY OF CAPE TOWN
METRO SOUTH	PHILLIPI SECONDARY SCHOOL	Second ary School	NQ2	148	WHITE HART LANE	THE LEAGUES	7789	PHILIPPI	CITY OF CAPE TOWN
OVERBERG	ALBERT MYBURGH SEKONDÊRE SKOOL	Second ary School	NQ3	116	REKREASIESTRAAT	BREDASDORP	7280	BREDASDORP	BREDASDORP
OVERBERG	BARRYDALE HOËRSKOOL	Combin ed School	NQ3	32	TENNANTSTRAAT	BARRYDALE	6750	BARRYDALE	BARRYDALE
OVERBERG	SWELLENDAAM SEKONDÊR	Second ary School	NQ3	135	VOLLENHOVENST RAAT	SWELLENDAAM	6740	RAILTON	SWELLENDAAM
OVERBERG	DE RUST FUTURA AKADEMIE	Combin ed School	NQ3	76	PATRYSLAAGTE	DE RUST LANDGOED	7160	GRABOUW	OUTSIDE A TOWN
OVERBERG	GANSBAAI ACADEMIA	Second ary School	NQ3	154	KAMPEERWEG	BLOMPARK	7220	GANS BAY	GANS BAY

OVERBERG	HAWSTON SEKONDÊR	Second ary School	NQ3	125	CHURCH STREET	HAWSTON	7202	HAWSTON	HAWSTON
OVERBERG	QHAYIYA SECONDARY SCHOOL	Second ary School	NQ1	359	37 HLOBO STREET	ZWELIHLE LOCATION	7200	ZWELIHLE	HERMANUS
OVERBERG	UMYEZO WAMA APILE HIGH SCHOOL	Second ary School	NQ1	250	OLD CAPE ROAD	PINEVIEW	7160	GRABOUW	GRABOUW
OVERBERG	EMIL WEDER SEKONDÊR	Second ary School	NQ3	104	HARTZENBERG AVENUE	GENADENDAL	7234	GENADENDAL	GENADENDAL
OVERBERG	RIVIERSONDEREND HOËRSKOOI	Combin ed School	NQ3	42	VOORTREKKERWE G 22	RIVIERSONDER END	7250	RIVIERSONDEREND	RIVIERSONDEREND
OVERBERG	SWARTBERG SEKONDÊR	Second ary School	NQ3	96	KOALISIES TRAAT 10	BERGSIG	7230	BERGSIG	CALEDON/MYDDL ETON
OVERBERG	VILLIERSDORP SEKONDÊR	Second ary School	NQ3	149	SERRURIA STREET	VILLIERSDORP	6848	VILLIERSDORP	VILLIERSDORP
WEST COAST	ILINGELETHU SECONDARY SCHOOL	Second ary School	NQ1	277	HOLOMISA STREET	ILINGELETHU TOWNSHIP	7300	ILINGE LETHU	MALMESBURY
WEST COAST	MALMESBURY HIGH SCHOOL NO.2	Second ary School	NQ2	0	571 CEMETERY STREET		7354	GREATER CHATSWORTH	MALMESBURY
WEST COAST	NEW MOORREESBURG HIGH SCHOOL	Second ary School	NQ3	0	LANDBOU STRAAT 1		7310	ROSENHOF	MOORREESBURG
WEST COAST	CLAN WILLIAM SEKONDÊR	Second ary School	NQ3	130	OU KAAPSEWEG	CLAN WILLIAM	8135	CLAN WILLIAM	CLAN WILLIAM
WEST COAST	NUWERUS HOËRSKOOI	Combin ed School	NQ3	41	KALOSSIES TRAAT	NUWERUS	8201	NUWERUS	NUWERUS
WEST COAST	VREDENDAL SEKONDÊR	Second ary School	NQ3	215	HOËRSKOOI WEG	VREDENDAL- NOORD	8160	VREDENDAL	VREDENDAL

Special Needs Schools

EDUCATION DISTRICT	CIRCUIT	SCHOOL NAME	PHYSICAL ADDRESS1	PHYSICAL ADDRESS2	PHYSICAL ADDRESS3	PHYSICAL POSTAL CODE	SUBURB	TOWN
CAPE WINELANDS	4	DE LA BAT-SKOOOL	DE LA BATWEG 30	WORCESTER		6850	REUNION PARK	WORCESTER
CAPE WINELANDS	4	LANGERUGSKOOL	DISTILLERYWEG 8	WORCESTER		6850	WORCESTER	WORCESTER
CAPE WINELANDS	4	PIONIER-SKOOOL	ADDERLEYSTRAAT 20	WORCESTER		6850	WORCESTER	WORCESTER
METRO CENTRAL	4	EROSKOOOL	TARENTAALWEG	BRIDGETOWN	ATHLONE	7764	BRIDGETOWN	CITY OF CAPE TOWN
METRO CENTRAL	5	SEVEN STEPS ACADEMY FOR THE DEAF	200 CONSTITUTION STREET	ZONNEBLOEM	CAPE TOWN	7925	HOUT BAY	CITY OF CAPE TOWN
METRO CENTRAL	10	VISTA NOVA-SCHOOL	11 MILNER ROAD	RONDEBOSCH		7700	RONDEBOSCH	CITY OF CAPE TOWN
METRO EAST	3	JAN KRIEL-SKOOOL	SKOOLSTRAAT	KUILSRIVIER		7580	JAN KRIEL	CITY OF CAPE TOWN
METRO NORTH	6	ATHLONE SKOOL VIR BLINDES	ATHLONESTRAAT	GLENHAVEN	BELLVILLE SUID	7533	GLENHAVEN	CITY OF CAPE TOWN
METRO NORTH	7	TAFELBERGSKOOL	2 SWELLENGREBEL AVENUE	BOTHASIG		7441	BOTHASIG	CITY OF CAPE TOWN
METRO SOUTH	3	DOMINIKAANSE SKOOL VIR DOWES	CLARE ROAD	WITTEBOME		7800	WYNBERG	CITY OF CAPE TOWN

ANNEXURE C – WCG DSD FUNDED FRAIL CARE CENTRES AND ASSISTED AND INDEPENDENT LIVING FACILITIES

Residential

No.	Name of Organisation	NPO Physical Address	Total number of beds in facility
1	AA Tomlinson	16 Van Oudtshoorn Rd, Swellendam	98
2	ACVV Aandskemerling	6 Plein Street, Malmesbury	101
3	ACVV Bredasdorp - Suideroord Tehuis vir Bejaardes	4 Smith Street, Bredasdorp	77
4	ACVV Grabouw - Huis Groenland	10 Voortrekker Street, Grabouw	36
5	ACVV Heidehof	11 Hoop Street, Caledon	78
6	ACVV Helen Bellinghanshof	1 Condor Street, Oudtshoorn	193
7	ACVV Hesperos	Stanbridge Street, Beaufort West	55
8	ACVV Huis Bergsig	22 Voortekkerweg, Riebeeck-Wes	55
9	ACVV Huis Jan Swart	Laurensrivier Road, Strand	66
10	ACVV Huis Malan Jacobs	Wolke Bronkhorst Street, Laingsburg	41
11	ACVV Huis Maudie Kriel	25 Van Riebeeck Street Ceres	89
12	ACVV Huis Moortees	cnr Relief & Heuwel Street Moorteesburg	102
13	ACVV Huis Nerina	30 Piet Relief Street, Porterville	63
14	ACVV Nuwerus Tehuis	85 Russel Street, Worcester	144
15	ACVV Piketberg - Huis AJ Liebenberg	7 Kloof Street, Piketberg	49
16	ACVV Prins Albert - Kweekvallei Tehuis	7 Pastorie Street, Prince Albert	56
17	ACVV Robertson - Huis Le Roux	38 Barry Street, Robertson	106
18	ACVV Sederhof	2 President Brand Street, Clanwilliam	35
19	ACVV Seebries	114 Montagu Street, Mossel Bay	80
20	ACVV Silwerkruin	Fonteinstraat 41, Wellington	129
21	ACVV Somerkoelte	52 Kerkstraat, Lambertsbaai	42
22	ACVV Tuihuis	63 Baron van Reede Street Oudtshoorn	22
23	AGS Tehuis vir Bejaardes, Touwsrivier	13 Matland Street, Touwsrivier	50
24	Albertinia Versorgings Diensie	2 School Street, Albertina	33
25	Awendrus	Africa Street, Esselen Park, Worcester	100
26	Benevolent Park Home for the Aged	Rosalind Street, Extension, Mossel Bay	41
27	Coronation Memorial Versorgingsoord vir Bejaardes	24 Impala Road, Bridgton, Oudtshoorn	100

28	DROOM	Cm Barry and Warden Street, Riversdal	129
29	Fleur de lis	Dirkie Uysstraat 27, Franschhoek	34
30	Geluksoord Bejaardesorg	10 Tarentaal Avenue Stellenbosch	80
31	Goue Aar Old Age Home	1 Jakaranda Street, Malmesbury	70
32	Groeneweide	Fontein Street, Darling	67
33	Hartenbos Bejaardesorg	Graaf Reinet Avenue, Hartenbos	97
34	Herberg aan See	10 Church Street, Gansbaai	35
35	Herfsvreugde Tehuis	29 Van Zyl Street, Bonnievale	31
36	Huis Andries Hamman	10 Baring Street, Worcester	81
37	Huis Brevis	139 Tulbagh Street, Worcester	70
38	Huis Ebenhaeser	Cm Valentine & Pool Street, Cloetesville, Stellenbosch	132
39	Huis Izak van Tonder	Koringstraat 38, Ladismith	66
40	Huis JJ Watson	Cm Cradock & Fichtat Street, George	60
41	Huis Johannes	17 Skool Street, Rustdene, Beaufort West	66
42	Huis Klippedrift	23 Sarel Celliers Street Napier	42
43	Huis Lafras Moolman	29 Brand Street, Rawsonville	37
44	Huis Lettie Theron	De Goedesstraat, Hermanus	92
45	Huis Matzikama	25 Paddock Street, Vanrhynsdorp	40
46	Huis P J Du P Strauss	36 Lyell Street, Ceres	77
47	Huis Silwerjare	Ridge Street, Pineview, Grabouw	85
48	Huis Spitskop	Beaufort Straat 18, Murraysburg	52
49	Huis Uifvlucht	Piet Retiefstraat, Montagu	81
50	Huis van Liefde	Van Zyl Street, Lambertsbaai	90
51	Joseph Matwa Old Age Home	34 Burwana Straat, Nqubela, Robertson	20
52	Lingelihle Old Age Home	293 Building Ave, Zolani Ashton	32
53	Loeriehof	20 Graham Street Knysna	57
54	Mimosa	12 Mimosa Street, De Doorns	57
55	Mostershoek Tehuis	37 Eeuftes Street, Walseley	43
56	Ons Huis	76 Park Street, Citrusdal	56
57	Overberg Tehuis	40 De La Vigne Street, Riviersonderend	40
58	Pam Brink	16 Myburgh Street, Strand	107
59	Rosemoor Home For The Aged	Attaqua Street, Rosemoor, George	98

60	Rusoord Tehuis vir Oues van Dae	4 Devine Street, Paarl	176
61	Rusthof Tehuis	24 Bauhunia Street, Klein-Nederburg, Paarl-East	110
62	Sederville Tehuis vir Bejaardes	cm Old Cape Road & Waboom Street, Clanwilliam	72
63	Stilbaai Tehuis	6 Perlemoenlaan, Stilbaai	58
64	The Hermanus Frail Care Centre	1 Hospital Road, Hermanus	63
65	Tuiniqua Versorgingsentrum	13 Church Street George	40
66	Tulbagh ACVV Diensfak - Huis Disa	Van der Stel Street, Tulbagh	42
67	Vermont Old Aged Home	Gladstone Street, Hornlee	50
68	Vredendal Tehuis	39 Voortrekker Street, Vredendal	72
69	Vrederus	33 Muller Street Villiersdorp	52
70	Vygieshof	16 Andries Pretorius Street, Calitzdorp	47
71	Wittekruijn	Uranus Street, Vredenburg	76
72	Zenobia du Toit	31 Fourie Street, Heidelberg	57

Assisted Living

No.	Name of Organisation	NPO Physical Address	Total number of beds in facility
1	George Service Clubs Utility Company (RLR Centre) Klipin House Assisted Living Facility	21 De la Fontaine Street, George	12
2	Hamlet Selfsorg - Assisted Living	Railway Street, Prince Alfred Hamlet	45
3	HUG - Help Us Grow Assisted Living	Protea Singel, Riverview, Citrusdal	18
4	Huis Lettie Theron (Assisted Living)	De Goedestraat, Hermanus	28
5	Innovation for the Blind Assisted Living	126 Church street, Worcester, 6850	18
6	Jagerbosch Gemeenskapsorgsentrum Stilbaai (Assisted Living)	Main Road, Stilbaai Heide Avenue, Melkhauffontein	10
7	Mostershoek Tehuis (Assisted Living)	37 Eufees street, Walseley	24
8	Oak Grove Care Centre - Assisted Living	24 Gousblomstr Gansbaai	14
9	Tafelronde Herberg	35 Koolisje Street, Caledon	25
10	Tuiniqua Versorgingsoord (Assisted Living)	13 Church Street George	8
11	Vermont: Assisted Living	Gladstone Street, Hornlee	7

Independent Living

No.	Name of Organisation	NPO Physical Address	Total number of beds in facility
1	George Service Clubs Utility Company RLR Residential: (Independent Living)	21 De la Fontaine Street, George	50
2	Jagerbosch Gemeenskapssorgsentrum Stilbaai (Independent Living)	Main Road, Stilbaai Heide Avenue, Melkhoutfontein	11
3	Ruyterwacht Senior Centre (Independent Living)	De Waveren Primary School, Hugenot Street, Ruyterwacht	32
4	Skoolhuis - Badisa	40 Queen street, Knysna, 6571	8
5	Tuiniqua Versorgingsoord (Independent Living)	13 Church Street George	7
6	Vygieshof (Independent Living)	16 Andries Pretorius Street, Calitzdorp	8

ANNEXURE D – WCG PERSONS WITH DISABILITIES IN DSD FACILITIES

No.	Name of Organisation	NPO Physical Address	Total number of beds in facility
1	ACVV Elizabeth Roos Home	61 Caledon Street ,Zonnebloem, Cape Town, 8001	40
2	Adams Farm Home Trust	2 Victoria Road, Plumstead	45
3	Agape School For Special Needs	707 Eva Street , Caledon, Grabouw	24
4	Alta du Toit	80 Upper Lincoln Road , Boston, Bellville, 7530	143
5	Andries Olivier Durbanville Quadriplegic Centre	18 Hafele Street , Durbanville, 7550	5
6	Belmont Care Centre	2 Goldbourne Road , Kenilworth,7700	2
7	Camphill Farm Community Hermanus NPC	Camphill Road ,Hemel en Aarde Valley, Hermanus, 7200	51
8	Camphill Village West Coast	Klein Dassenberg Road ,Off N7, Atlantis, 7349	95
9	Community Mental Health and Psychiatry Foundation: Huis Elroi	19 Jeanette Street , Cape Town, Brackenfell,	20
10	Die Eilandhuis Vir Gestremdes	ERF 14 Bovenrek Street, St Helena Bay, 7390	14
11	Eliada Nasorg (Badisa)	11 Upper Victoria Street , Oudishoorn, 6625	97
12	Emmaus Home For The Disabled	6 Memorium Street , George, 6529	40
13	Epilepsy SA South Cape Karoo	Off Rio Road , Knysna, 6571	47
14	Eric Miles Cheshire Home	18 Corsair Road ,Sanddrift, Milnerton, 7441	31
15	Gabriella Centre for Physically and Mentally Challenged Children	4 Heiderberg Road ,Stuarts Hill, Somerset West	4
16	Garden Cottage (Cape Mental Health)	36 Rooiberg Single ,Heideveld, 7764	8
17	Glendale Home for the Jewish Handicapped	10 Galway Road , Heathfield	43
18	Goukam Neurological Life Association	40 Long Street ,Riversdale, 6670	6
19	Huis Horison	1 Patrys Street ,Onder-Papegaaienberg, Stellenbosch	86
20	Huis Trebia (ACVV Kenani)	Kenani Centre,7 Alpha Street , Mossel Bay, 6500	5
21	Includid Group Homes	Upper Camp Street , Maitland, 7405	70
22	Innovation for the blind: Huis De Villiers	124 church Street , Worcester, 6850	56
23	Innovation for the blind: Huis Ebenhaezer	135 Tulbagh Street , Worcester, 6850	93

24	Innovation for the blind: Huis Jack Pauw	123 Tulbagh Street , Worcester, 6850	57
25	Iqhayiya Care and Support House	X83 Danster Crescent , Site B , Khayelitsha	12
26	Langa Cheshire Home	ERF 2729, Rhodes Street, Langa, 7455	26
27	National Institute for the Deaf: NID Care (Lewensruimte)	30 De La Bat Road , Worcester, Worcester, 6850	72
28	Masonic Home	9 Gazelle Street ,Uitzicht, Durbanville	5
29	Orion Organisation NPC	Reygersdal Avenue ,Wesfleur, Atlantis, 7349	79
30	Oasis Group Homes	33 Lee Road , Claremont, 7708	44
31	Quasar Trust	5 Inthabati Road ,Oostersee, Parow, 7500	2
32	Robertson House	208 Carsair Road ,Sanddrift, Milnerton, 7441	7
33	Rosecourt House	25 Breda Street ,Gardens, Cape Town	4
34	Rosedon House (Western Cape Cerebral Palsy Association)	11 Rosedon Road , Cape Town, Cape Town, Lansdowne	48
35	Sibongile Day and Night Care Centre	33 Nonkxwe Street ,Phakamisa, Khayelitsha	38
36	Siyabonga - Huis van Danksegging : Huis Cornelius	Kleinplasie ,Vredenburg	26
37	Sunfield Home	Bainskloof Road , Paarl, Wellington, 7655	90
38	The Open Circle	Grounds of Alexandra Hospital, C/O Annex and Alexandra Roads, Maitland, 7405	32
39	Turfhall Cheshire Home	Cnr Turfhall Road and Belmore Avenue ,Penlin Estate, Hanover Park, 7764	60
40	Vrederus Tehuis en Anneks (Badisa)	34 Muller Street , Villiersdorp, 6848	20

ANNEXURE E – WCG AGRICULTURAL DISTRICT OFFICES

District	Distribution point	Number of packs
Cape Winelands	Eisenburg Office Main Building, Muldersvlei Road, Eisenburg	3 000
Cape Winelands	Worcester Office Veld Reserve Worcester, 6849	3 000
Central Karoo	Beaufort West Office 1 Pieter Jacobs Avenue BEAUFORT WEST 6970	1 500
Garden Route	George Office Outeniqua Research Farm, Old Airport Road, George, 6529	5 000
Overberg	Bredasdorp Office Albert Myburg Hostel Golf Street, Bredasdorp, 7280	3 000
West Coast	Vanrhynsdorp Office 30 Voortrekker Street Vanrhynsdorp, 8170	4 000
Cape Metropole	Eisenburg Office Main Building, Muldersvlei Road, Eisenburg	500

ANNEXURE F – WCG LIST OF MUNICIPAL TOWNS AND WARD LIST FOR THE CITY OF CAPE TOWN

Local Municipalities:

Municipalities	Towns
West Coast District	
Bergervier	Piketberg, Porterville, Eendekuil, Redelinghuys, Aurora, Goedverwacht, Wittewater, Veldrif, Laaipek and Dwarskersbos
Matzikama	Vredendal, Vanrhynsdorp, Klawer, Lutzville, Koekenaap, Nuwerus, Ebenhaezer, Doringbaai, Strandfontein and Papendorp
Swartland	Malmesburg, Yzerfontein, Darling, Riebeek West, Riebeek-Kasteel, Riverlands, Chatsworth, Moorreesburg, Kalbaskraal and Abbotdale
Saldanha Bay	Saldanha Bay, Vredenberg, Paternoster, St Helena Bay, Jacobsbaai and Langebaan
Cederberg	Clanwilliam, Citrusdal, Graafwater, Leipoldville, Wupperthal, Algeria, Elands Bay and Lambert's Bay
Cape Winelands District	
Drakenstein	Paarl, Wellington, Saron, Gouda, Hermon, Mbekweni and Simondium
Langeberg	Robertson, Ashton, Bonnievale, McGregor, Montagu and Robertson
Stellenbosch	Franschhoek, Stellenbosch, Pniël, Klapmuts, Kylemore, Jamestown, Raithby, Ida's Valley, Cloetessville, Kayamandi and Vloftenburg
Witzenberg	Ceres, Tulbagh, Wolseley, Op die Berg and Prince Alfred Hamlet
Breede Valley	Rawsonville, De Doorns, Touws River and Worcester
Overberg District	
Overstrand	Hermanus, Gansbaai, Hawston, Kleinmond and Stanford
Swellendam	Swellendam, Barrydale, Stormsvlei, Rhenendal, Rietkuil, Infanta, Malgas, Suurbrak, Buffeljagsrivier, Ouplaas
Theewaterskloof	Botrivier, Caledon, Genadendal, Grabouw, Greyton, Riviersonderend, Tesselaarsdal and Villiersdorp
Cape Agulhas	Bredasdorp, Napier, Arniston, Struisbaai, L'Agulhas, Suiderstrand, Proteem and Klipdale
Garden Route District	
Bifou	Plettenberg Bay, Keurboomstrand, Kranshoek, Kurland, Kwanokuthula, Nature's Valley and Wittedrift

George	George, Uniondale, Touwsranteen, Haarlem, Hoekwil and Victoria Bay
Hessequa	Riversdale, Albertinia, Heidelberg, Wilsand, Jongensfontein, Still Bay and Gouritsmond
Kannaland	Ladismith, Calitzdorp, Zoar, Van Wyksdorp and Hoeko
Knysna	Knysna, Sedgefield, Brenton-on-Sea, Buffalo Bay, Rheenendal and Karatara
Mossel Bay	Mossel Bay, Boggoms Bay, Brandwag, Buisplaas, D'Almeida, Dana Bay, Glentana, Fraaiuitsig, Friemersheim, Great Brak River, Hartenbos, Herbertsdale, Hershams, KwaNonqaba, Little Brak River, Outeniqua Beach, Reebok, Ruiterbos, Southern Cross, Tergniet and Vleesbaai
Oudtshoorn	Oudtshoorn, Dysselsdorp, De Rust, Volmoed, Schoemanshoek, Spieskamp, De Hoop, Vlakleplaas, Grootkraal and Matjiesrivier
Central Karoo District	
Beaufort West	Beaufort West, Menweville, Murraysburg and Nelspoort
Prince Albert	Prince Albert, Leeu-Gamka and Klaarstroom
Laingsburg	Laingsburg, Matjiesfontein and Vleiland

Metro Wards

116 wards in the City of Cape Town

- ❖ Information relating to the numbers per town will be provided and clarified at the compulsory briefing session.

ANNEXURE G

CHECKLIST FOR PHASES 1(A) AND 1(B)

The following checklist will be used by the Department when determining compliance of bids with the requirements applicable to Phases 1(A) and 1(B):

No.	Requirement	Reference in the Terms of Reference (ToR)	Comply	Does not comply
Compulsory Conditions of Bid - Phase 1(A)				
1.	Table 1 – Compulsory Conditions of Bid: Submission of a completed Table indicating with an "X" indicating compliance with items 8.1.1 - 8.1.10	Table 1 under paragraph 8 of the Terms of Reference		
2.	Table 2: Compulsory Technical Conditions of Bid: Submission of a completed Table indicating with an "X" indicating compliance with 8.2.1 – 8.2.4	Table 2 under paragraph 8 of the Terms of Reference		
3	Submission of attendance certificate confirming attendance at the compulsory information session	Item 8.1.1 under Table 1 of the Terms of Reference		
4.	Submission of a duly completed and signed WCBD 1 form (Invitation to Bid form), together with the information and documentation required in terms thereof. Such form, together with such information and documentation, to be included in the envelope containing the bidder's technical proposal .	Item 8.1.3. under Table 1 of the Terms of Reference		
5.	Submission of a duly completed and signed WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of	Item 8.1.4 under Table 1 of the Terms of Reference		

	Independent Bid Determination), together with the information and documentation required in terms thereof. Such form, together with such information and documentation, to be included in the envelope containing the bidder's technical proposal .			
6.	Submission of a duly completed and signed WCBD 6.1 form (Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022) where the bidder intends to claim preferential procurement points for B-BEE. The WCBD 6.1 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's technical proposal .	Item 8.1.5 under Table 1 of the Terms of Reference		
7.	Applicable to bids submitted by consortiums or joint ventures: Submission a copy of the consortium formation document or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto and which agreement or consortium formation makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the	Item 8.1.6 under Table 1 of the Terms of Reference		

	case may be) and is not a sub-contracting arrangement. Where a bid is submitted by a consortium or joint venture of two or more firms, submission of the following documents: • all standard bidding forms (i.e. WCBD 1 to be completed in the name joint venture, WCBD 4 must be completed for each member firm and WCBD 6.1 for the joint venture). • A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. • Each member firm must be registered on the CSD for joint ventures and consortiums.			
8.	Submission of a comprehensive technical proposal that is fully responsive to the requirements set out in the Terms of Reference. Each bid must contain a comprehensive technical proposal that is fully responsive to the requirements set out in section 4, 5, 6 & 7. The technical proposal must be sealed in an	Item 8.1.7 under Table 1 read with paragraphs 4, 5, 6 and 7 of the Terms of Reference		

	envelope that adheres to the following requirements: • The envelope must be marked with the name of the bidder and entitled: "Technical Proposal: Bid Number [Insert bid number]." • The envelope must contain at least the following: - o The comprehensive technical proposal and - o All mandatory documents specified in this Table 1 excluding all mandatory documents specified for item 8.1.8 (i.e., excluding the financial proposal and related documents)			
9.	Submission of a separate envelope in which the bidder's financial proposal (including a duly completed and signed WCB 3.3 form (Pricing Schedule), together with all information and documentation required in terms thereof) must be sealed.	Item 8.1.8 under Table 1 read with paragraphs 11 and 12.4.3.4 of the Terms of Reference.		
10.	Submission of samples adhering to minimum specifications and in accordance with the provisions contained in the Terms of Reference	Item 8.1.9 under Table 1 of the Terms of Reference read with paragraph 5.2 Table (B)		

11.	Submission of proof of authority	Item 8.1.10 under Table 1 of the Terms of Reference		
	Compulsory Technical Conditions - Phase 1(A)			
12	Submission of a portfolio of evidence that is fully responsive to the requirements set out in the Terms of Reference	Item 8.2.1 under Table 2 read with paragraphs 4,5,6 and 7 of the Terms of Reference		
13	Submission of a completed Contactable References List (in the format set out in Annexure H) with either the required original reference letters or the required sworn affidavits (using the template provided in Annexure I), as the case may be, in line with the requirements set out in the Terms of Reference.	Item 8.2.2. under Table 2 of the Terms of Reference		
13	Submission of the required CVs to demonstrate the bidders resource capability, as stipulated in the Terms of Reference.	Item 8.2.3 under Table 2 of the Terms of Reference		
14	Submission of full specifications from the manufacturer	Item 8.2.4 under Table 2 of the Terms of Reference		
	Conditions of Contract - Phase 1(C)			

15.	Submission of a completed and signed copy of Table 3 under of the Terms of Reference indicating acceptance of all conditions of contract set out therein	Paragraph 9 Table 3 of the Terms of Reference		

ANNEXURE H

Contactable References List (note: more rows can be added if required)

No.	Registered name of Organisation.	Type of Organisation	Type of service received from Bidder	Full name of contact person	Telephone number	Email Address	Duration of the contract /project	Value of the contract/project	Whether the project was successfully completed
1.									
2.									
3.									
4.									
5.									

ANNEXURE I

SWORN AFFIDAVIT

TO BE COMPLETED BY A DULY AUTHORISED REPRESENTATIVE OF THE BIDDER FOR EACH CONTACTABLE REFERENCE CITED IN ANNEXURE H
THAT CANNOT OR DOES NOT PROVIDE AN ORIGINAL REFERENCE LETTER

[Please ensure this affidavit is completed in full. Each page must be initialled or signed (where indicated) by the deponent and the Commissioner of Oaths.]

I, _____ (full name of an authorised representative of the bidder), with Identity
/ Passport Number _____, do hereby swear / solemnly and sincerely affirm and declare the following:

1. I am duly authorised to depose to this affidavit for and on behalf of
_____ (registered name of the bidder) with registration number
_____ (registration number) ("the Bidder");
2. The Bidder has undertaken the following services rendered for
_____ (registered name of bidder's client) ("the
Enterprise / Organisation"):

No.	Registered name of Organisation,	Type of Organisation	Type of service received from Bidder	Full name of contact person	Telephone number	Email Address	Duration of the contract/project	Value of the contract/project	Whether the project was successfully completed
1.									
2.									
3.									
4.									

3. Further information regarding the service/s listed above and the services provided by the Bidder to the Enterprise / Organisation in relation thereto may be obtained from the following contact person (who has been designated for such purpose by the

Enterprise / Organisation):

Name: _____

Designation: _____

Telephone No.: _____

Email Address: _____

4. The information set out above is accurate, up-to-date, and correct in all respects.

Signature of the Bidder's representative

Full name of the Bidder's representative: _____

Date: _____

Identity / Passport Number of the Bidder's representative: _____

I hereby certify that:

1. The deponent acknowledged to me that:

1. He / she knows and understands the contents of this affidavit.
2. He / she has no objection to taking the prescribed oath / making the prescribed affirmation (*please delete whichever is not applicable*).
3. He / she considers the prescribed oath / affirmation (*please delete whichever is not applicable*) to be binding on his / her conscience.

2. The deponent thereafter uttered the words:

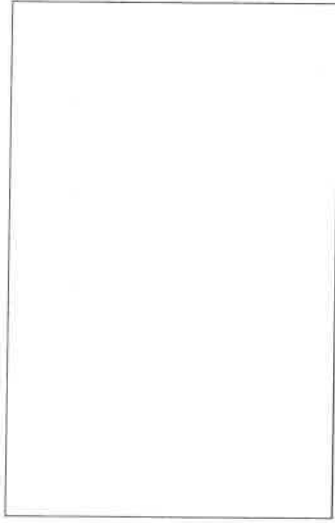
1. "I swear that the contents of this affidavit are true, so help me God" (where he / she took the prescribed oath), or
2. "I solemnly and sincerely affirm that the contents of this affidavit are true" (where he / she took the prescribed affirmation).

(As the case may be); and

3. The deponent signed this affidavit in my presence at the address set out hereunder on the _____ day of

_____ 20____

Commissioner of Oaths stamp:



Commissioner of Oaths

Full names:

Designation:

Address:

000081

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 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.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the 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 of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC 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. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	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 Programme (NIP)	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 July 2010)