

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

BID NUMBER: **WCGHIC0001/2024** CLOSING DATE: **5 AUGUST 2024** CLOSING TIME: **11:00AM**

**The successful bidder will be required to complete and sign a written contract form (WCBD 7.1).**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "DEPARTMENT OF HEALTH AND WELLNESS" SITUATED AT:**

The foyer of the main entrance ,4 DORP STREET  
Western Cape Government Building (**next to Cape High Court**)  
Junction of Dorp and Keerom Streets, Cape Town

Please ensure that bids are delivered to the correct address on time. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the Department's bid box, please contact the responsible official, Ms Aniswa Mfana on 021- 483 9903 or at [Aniswa.Mfana@westerncape.gov.za](mailto:Aniswa.Mfana@westerncape.gov.za) for assistance. The bid box is generally open from 07:30 – 16:00, 5 days a week, Monday to Friday.

Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects may invalidate the bid. Each bid must be deposited in a **sealed envelope** with the **name and address of the Bidder, the bid number and closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope.

**All Bidders must be duly registered on the Central Supplier Database (CSD) at the time of bid closing.**

Any prospective **unregistered Bidders** must register as a supplier on the CSD prior to bidding and bid closure.

| <b>Central Supplier Database</b> |                                                                             |
|----------------------------------|-----------------------------------------------------------------------------|
| <b>Self-registration</b>         | <a href="http://www.csd.gov.za">www.csd.gov.za</a> (self-registration only) |
| <b>Contact email</b>             | SCM.eProcurementDOH@westerncape.gov.za                                      |

Bidders already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting [www.csd.gov.za](http://www.csd.gov.za).

The tax Compliance Status (TCS) will be verified on the CSD. Ensure that your TCS is up to date on the CSD at the time of closing, failure to do so will invalidate your bid.

|                                                                                                                                                                                       |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00<br><br><b>2024-08-05</b><br><br>1)..... 2).....<br>SIGNED SIGNED |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Only the B-BBEE status reflected on form WCBD6.1 in the bid document will apply to the evaluation of the relevant formal bids and not the B-BBEE status on CSD. Bidders are further required to complete the attached WCBD4 form. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH&W) for the consideration of formal bids.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Preferential Procurement Points System is applicable to this bid.**

Please refer all technical enquiries in writing to Mr Zacharia Jattiem at [Zacharia.Jattiem@westerncape.gov.za](mailto:Zacharia.Jattiem@westerncape.gov.za). No telephonic enquiries will be entertained.

The date stamp at the bottom of each page is for official use only and not for completion by bidders.

Bidders must submit their offers in a D-ring file or appropriate ring binder with file dividers between sections where necessary.

*P Snell*  
.....  
**HEAD OF DEPARTMENT**

**DATE:** 05 July 2024

|                                        |         |
|----------------------------------------|---------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b> |         |
| DIRECTORATE: SUPPLY CHAIN              |         |
| (INFRASTRUCTURE SOURCING)              |         |
| BID OPENED 11:00                       |         |
| <b>2024-08-05</b>                      |         |
| 1).....                                | 2)..... |
| SIGNED                                 | SIGNED  |

**WCGHIC0001/2024: THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)**

**WCBD 1**

**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 DEPARTMENT OF HEALTH AND WELLNESS**

|             |                                                                                                                                                                                                                                     |               |                      |               |              |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|---------------|--------------|
| BID NUMBER: | <b>WCGHIC0001/2024:</b>                                                                                                                                                                                                             | CLOSING DATE: | <b>5 AUGUST 2024</b> | CLOSING TIME: | <b>11:00</b> |
| DESCRIPTION | <b>THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)</b> |               |                      |               |              |

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

The foyer of the main entrance 4 DORP STREET

Western Cape Government Building (**next to Cape High Court**)

Junction of Dorp and Keerom Streets, Cape Town

The foyer of the main entrance

|                                                        |                                                |
|--------------------------------------------------------|------------------------------------------------|
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b> | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |
|--------------------------------------------------------|------------------------------------------------|

|                  |                                                                                                                                                                                                                                                                          |                  |                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------|
| CONTACT PERSON   | <b>Aniswa Mfana/Nico Rudolf / Priscilla Snell</b>                                                                                                                                                                                                                        | CONTACT PERSON   | <b>Zacharia Jattiem</b>                                                                      |
| TELEPHONE NUMBER | <b>021 483 9903 / 021 834 9013</b>                                                                                                                                                                                                                                       | TELEPHONE NUMBER | <b>082-568-0398</b>                                                                          |
| E-MAIL ADDRESS   | <a href="mailto:Aniswa.Mfana@westerncape.gov.za">Aniswa.Mfana@westerncape.gov.za</a><br><a href="mailto:Nico.Rudolf@westerncape.gov.za">Nico.Rudolf@westerncape.gov.za</a><br><a href="mailto:Priscilla.Snell@westerncape.gov.za">Priscilla.Snell@westerncape.gov.za</a> | E-MAIL ADDRESS   | <a href="mailto:Zacharia.Jattiem@westerncape.gov.za">Zacharia.Jattiem@westerncape.gov.za</a> |

**SUPPLIER INFORMATION**

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

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1) SIGNED 2) SIGNED

**WCGHIC0001/2024: THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                    |                                                                                 |            |                               |                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------|-------------------------------|------------------------------------------------------------------------------------------------------|
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TAX COMPLIANCE SYSTEM PIN:                                                         |                                                                                 | <b>AND</b> | CENTRAL SUPPLIER DATABASE No: | MAAA                                                                                                 |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                             |            |                               | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                    |
| IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |                                                                                 |            |                               |                                                                                                      |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                    |                                                                                 |            |                               |                                                                                                      |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b> |            |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                    |                                                                                 |            |                               |                                                                                                      |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO<br>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO<br>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO<br>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO<br>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO<br><b>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.</b> |                                                                                    |                                                                                 |            |                               |                                                                                                      |

|                                                                                                                                                                                             |  |
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| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00<br><br><b>2024-08-05</b><br><br>1).....<br>SIGNED<br>2).....<br>SIGNED |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**WCGHIC0001/2024: THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

**TAX COMPLIANCE REQUIREMENTS**

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.

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.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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: .....

|                                                                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |                   |
| <b>2024-08-05</b>                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

**WCGHIC0001/2024: THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)**



**Western Cape  
Government**

**WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS**

**THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)**

**NAME OF BIDDING COMPANY.....**

**NAME OF BIDDER / CONTACT PERSON .....**

**CONTACT NUMBER.....(w).....(cell)**

**BID NUMBER: WCGHIC0001/2024**

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
SIGNED

2).....  
SIGNED

**WCGHIC0001/2024: THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)**

## **IMPORTANT NOTICE COMPULSORY CLARIFICATION MEETING**

ALL BIDDERS ARE REQUIRED TO ATTEND A COMPULSORY BRIEFING SESSION TO ACQUAINT THEMSELVES WITH THE SCOPE OF THE SERVICE TO BE PROVIDED AS DETAILED IN THE BID SPECIFICATIONS.

THE DETAILS OF THE SITE CLARIFICATION ARE AS FOLLOWS:

DATE : **15<sup>th</sup> Of July 2024**

TIME : **STRICTLY 11:00 AM**

VENUE : **KARL BREMER HOSPITAL– BOILER HOUSE BOARDROOM**

**CNR MIKE PIENAAR BLVD & FRANS CONRADIE DRIVE, PAROW**

**ENGINEERING TRAINING CENTRE**

**SUBSEQUENT SITE-SPECIFIC MEETINGS WILL BE HELD AT THE SITES STIPULATED IN THIS CONTRACT.**

**CONTACT PERSON: MR ZACHARIA JATTIEM @ 082-5680398**

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

**NB: FAILURE TO ATTEND THE CLARIFICATION MEETING WILL INVALIDATE YOUR BID**



**Boiler House Building**

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
SIGNED

2).....  
SIGNED

**BID BOX DIRECTIONS**



**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
SIGNED

2).....  
SIGNED

| TERMS OF REFERENCE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Comments/<br>Complies/<br>Does not Comply<br>/Yes/No |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>NOTE</b>        | <i>In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide comment or make reference to attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood conditions by writing "Yes" or "No" in the next column.</i> |                                                      |
| <b>1.1</b>         | <b>SCOPE:</b><br><br><b>THE CONTINUITY OF SUPPLYING TREATED WATER TO HEALTH FACILITIES FOR THE DEPARTMENT OF HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO SUPPLIERS PERFORMANCE)</b>                                                                                                                                                                                                                                                                               |                                                      |
| <b>1.2</b>         | <b>REGULATORY REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                      |
| 1.2.1              | Completion of Western Cape Bidding Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |
|                    | <b>SECTION 2 - THE BID PROCESS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                      |
| 2.1                | Closing date of bid <b>5 AUGUST 2024 @ 11:00</b><br>Validity of bid <b>60 days</b> from closing.                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                      |
|                    | <b>SECTION 3 - Instructions for completing bid documents.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      |
| 3.1                | Please provide all compulsory documents required in the bid invitation in the full name of the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                      |
| 3.2                | Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder.                                                                                                                                                                                                                                                                                                                                                                                            |                                                      |
| 3.3                | Please complete all the documents and forms provided in this bid document and furnish all the requested information.                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                      |
| 3.4                | Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the requirements in that subsection.                                                                                                                                                                                                                                                                                                                                                        |                                                      |
| 3.5                | A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.                                                                                                                                                                                                                                                          |                                                      |

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| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00<br><br><b>2024-08-05</b><br><br>1).....<br>SIGNED<br>2).....<br>SIGNED |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

| TERMS OF REFERENCE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Comments/<br>Complies/<br>Does not Comply<br>/Yes/No |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 3.6                | It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.                                                                                                                                                                                                                                                                                                                                                                                 |                                                      |
| 3.7                | If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |
| 3.8                | If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.                                                                                                                                                                                                                                                                                                                                                                                               |                                                      |
| 3.9                | Please provide an index/summary of all supporting documents with your bid response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |
| 3.10               | The absence of evidence required to prove your compliance with the bid requirements will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.                                                                                                                                                                                                                                                                                                                                                                  |                                                      |
| 3.11               | Re-typing, PDF or other digital conversions and/or amendment of the original bid document are not allowed and will invalidate your bid response.                                                                                                                                                                                                                                                                                                                                                                                                         |                                                      |
| 4.1                | <b>SECTION 4 - BID CLARITY</b><br>(i) <b>The Department</b> reserves the right to request clarifying information from a bidder.<br><br>(ii) <b>Bidders or interested parties</b> may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, to promote the principle of unbiased communication with all bidders. |                                                      |
| 5.1                | <b>SECTION 5 - BID AWARDING</b><br>All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.                                                                                                                                                                                                                                                                                                                                                                              |                                                      |
| 5.2                | Bids that are found compliant in terms of the mandatory and statutory requirements will be evaluated.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                      |
| 5.3                | The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury and the Department's procurement parameters.                                                                                                                                                                                                                                                                                                                                       |                                                      |
| 5.4                | The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation. Please refer to Functionality Criteria.                                                                                                                                                                                                                                                                                          |                                                      |

| TERMS OF REFERENCE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments/<br>Complies/<br>Does not Comply<br>/Yes/No                                                                                                                                                                                                                                |    |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 5.5                | The Western Cape Government Health & Wellness reserves the right to award the bid in whole or in part and will determine the award to the successful bidder per item/site, based on price, preference points and other criteria outlined in the bid document.                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                     |    |
| 5.6                | Site access will be granted at the discretion of the Department and not necessarily be aligned with the award of this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                     |    |
|                    | <b>SECTION 6 - EVALUATION PROCESS</b><br><br><b>Phase 1:</b> Compliance with compulsory Central Supplier Database registration and completion of the bid document. All bidders who comply with phase 1 will proceed to <b>phase 2</b> .<br><br><b>Phase 2:</b> Compliance with <b>functionality criteria, as outlined below (section 7)</b> . All bidders who comply with phase 2 will proceed to phase 3.<br><br><b>Phase 3:</b> Application of <b>points for price and B-BBEE status</b> in accordance with the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022, to determine the highest total points scored by a bidder. | <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br/> DIRECTORATE: SUPPLY CHAIN<br/> (INFRASTRUCTURE SOURCING)<br/> BID OPENED 11:00<br/><br/> <b>2024-08-05</b><br/><br/> 1)..... 2).....<br/> SIGNED SIGNED </div> |    |
| 7                  | <b>SECTION 7 – COMPULSORY REQUIREMENTS</b><br>The information contained in the table below is mandatory for your submission and will be used in assessing the responsiveness of bidders. Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore not considered.                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                     |    |
| 7.1                | <b>Form WCBD1</b> – Full particulars of the bidding entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes                                                                                                                                                                                                                                                                                 | No |
| 7.2                | <b>Form WCBD3.1</b> – Fully completed Price Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes                                                                                                                                                                                                                                                                                 | No |
| 7.3                | <b>Form WCBD4</b> – Declaration of Interest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes                                                                                                                                                                                                                                                                                 | No |
| 7.4                | <b>Form WCBD6.1</b> – Serves for claiming preference points, to claim points for Broad-Based Black Economic Empowerment level of contribution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes                                                                                                                                                                                                                                                                                 | No |
| 7.5                | Provide proof of CSD registration document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes                                                                                                                                                                                                                                                                                 | No |
| 7.6                | B-BBEE Verification Certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) (certificates/scorecards and EME/QSE affidavits) of main Contractor, or an affidavit confirming annual total revenue and level of black ownership, or Registered Auditors approved by IRBA. Where a joint venture or sub-contractors are involved, this documentation must be provided by each legal entity.                                                                                                                                                                                                                                | Yes                                                                                                                                                                                                                                                                                 | No |

| TERMS OF REFERENCE                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Comments/<br>Complies/<br>Does not Comply<br>/Yes/No |    |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----|
| 7.7                                    | Comprehensive Company Profile.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes                                                  | No |
| 7.8                                    | CVs of staff who will carry out the service as outlined in the technical specification.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes                                                  | No |
| 7.9                                    | CV's to include Qualified Professional The Engineering Council of South Africa ( <b>ECSA</b> ) <b>registered person</b> with a minimum of five (5) years' experience <b>and</b> a <b>General Worker</b> with a minimum of two (2) years' experience in <b>plumbing / wet services</b> (refer to Bid Part 3- Section 2.5 for guidance).                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes                                                  | No |
| 7.10                                   | Previous similar completed projects with contactable references                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes                                                  | No |
| 7.11                                   | Evidence of a locally based office within the Western Cape.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes                                                  | No |
| 7.12                                   | Valid letter of Good Standing of a Compensation Commissioner from the Department of Labour (COIDA).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes                                                  | No |
| <b>SECTION 8 – PRICING AND PAYMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                      |    |
| 8.1                                    | The bidder must quote in accordance with the items included in the Price Schedule in the WCBD 3.1 section of this document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                      |    |
| 8.2                                    | In the interest of security and expeditious payment, it is the policy of the Department to effect payments by <b>electronic funds transfer (EFT)</b> into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been CSD registered already, the service-provider will be required to furnish the Department with its banking details to effect payment in line with the systems in operation ( <b>Logis, BAS, Syspro</b> ) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.                                                                                               |                                                      |    |
| 8.3                                    | On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within thirty <b>(30) calendar days from date of receipt of a valid invoice</b> , subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty (30) calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier. |                                                      |    |
| <b>SECTION 9 – NEGOTIATIONS</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                      |    |
| 9.1                                    | The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) if the bid prices are not deemed to be market related.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                      |    |

| TERMS OF REFERENCE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments/<br>Complies/<br>Does not Comply<br>/Yes/No |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 10.1               | <b>SECTION 10 - PERFORMANCE MONITORING</b><br><br>Constant performance monitoring will be conducted to ensure that the Contractor meets their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with the Contractor will be performed to discuss contract issues.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                      |
| 11.1               | <b>SECTION 11 – GENERAL</b><br><br>Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department. The Department reserves the right, in its sole discretion: <ul style="list-style-type: none"> <li>(i) To amend the bid process, closing date or any other date at its sole discretion;</li> <li>(ii) To cancel the bid or any part of the bid before the bid has been awarded;</li> <li>(iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department;</li> <li>(iv) Not to award the bid to the highest points scorer or lowest price;</li> <li>(v) To reject all responses submitted and to embark on a new bid process;</li> <li>(vi) To withdraw any services from the bid process;</li> <li>(vii) To terminate any party's participation in the bid process;</li> <li>(viii) To accept or reject any response to this invitation to bid on notice to the bidders without liability to any party;</li> <li>(ix) To extend or expand the contract on written request from the Department.</li> </ul> |                                                      |
| 11.2               | Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                      |

WESTERN CAPE GOVERNMENT: HEALTH  
 DIRECTORATE: SUPPLY CHAIN  
 (INFRASTRUCTURE SOURCING)  
 BID OPENED 11:00

2024-08-05

1).....  
 SIGNED

2).....  
 SIGNED

## SPECIAL CONDITIONS OF BID

These Special Conditions of Contract are applicable to this bid by the Western Cape Government: Department of Health and Wellness ("the Department"). Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

### 1. APPLICATION

1.1 These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Department.

1.2 By submitting a bid in response to the bid invitation from the Department, a bidder accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.

### 2. SPECIFIC EXCLUSIONS

The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the Department:

- 2.1 Subcontracts – clause 20;
- 2.2 Penalties – clause 22;
- 2.3 Force Majeure – clause 25;
- 2.4 Settlement of Disputes – clause 27; and
- 2.5 Limitation of liability – clause 28.

### 3. REPLACEMENT CLAUSES

3.1 *Clause 20 of the GCC is supplemented with the following:*

#### **Subcontracts**

3.1.1 Notwithstanding any provision to the contrary contained in the bid documents, the primary responsibility for rendering the services rests with the successful bidder and it may not subcontract, assign, cede, delegate or transfer, in whole or in part, any of its obligations to render the service to any other person, without the prior written consent of the Department.

3.2 *Clauses 22 and 28 of the GCC are supplemented with the following:*

#### **Penalties and Damages**

3.2.1 The Department may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.

3.2.2 The Department's decision to impose a penalty, or claim damages *in lieu* of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.

3.2.3 In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.

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SIGNED SIGNED

2024-08-05

1).....  
SIGNED

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3.2.4 The successful bidder shall indemnify the Department against any and all claims which may be made against the Department, or any losses the Department may incur, for any claim that may arise as a result of injury or damage suffered by any person, arising out of, or as a consequence of the execution of the contract and/or the rendering of the services in terms of this bid.

3.2.5 Clause 3.2.4 shall survive the termination of the contract.

3.3 *Clause 27 of the GCC is supplemented with the following:*

#### **Settlement of Disputes**

3.3.1 Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this agreement, the Parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 3.3.3 and 3.3.4 below.

3.3.2 All disputes shall be exclusively dealt with and settled in terms of South African law and in South Africa.

#### **3.3.3 Mediation –**

3.3.3.1 Subject to the provisions of clause 3.3.1, any dispute arising out of or in connection with this Agreement may be referred by the Parties without legal representation to a mediator.

3.3.3.2 The dispute shall be heard by the mediator at a place and time to

3.3.3.3 determined by him or her in consultation with the Parties.

3.3.3.4 The mediator shall be selected by agreement between the Parties.

3.3.3.5 If an agreement cannot be reached upon a particular mediator within 3 (three) Business Days after the Parties have agreed to refer the matter to mediation, then the President of the Legal Practice Council shall nominate the mediator within 7 (seven) Business Days after the Parties have failed to agree.

3.3.3.6 The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.

3.3.3.7 The opinion so expressed by the mediator shall be final and binding upon the Parties unless a

WESTERN CAPE GOVERNMENT: HEALTH  
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1)..... 2).....  
SIGNED SIGNED

Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with clause 3.3.4. The expressed opinion of the mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.

3.3.3.8 The cost of mediation shall be determined by the mediator.

3.3.3.9 Liability for such cost shall be apportioned by the mediator and shall be due and payable to the Mediator on presentation of his or her written account.

#### 3.3.4 Arbitration –

3.3.4.1 Subject to the provisions of clause 3.3.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration.

3.3.4.2 Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, it being intended that, if possible, it shall be held and concluded within 10 (ten) Business Days.

3.3.4.3 Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is–

3.3.4.3.1 primarily a legal matter, a practising Senior Advocate of the Cape Bar;

3.3.4.3.2 any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.

3.3.4.4 If agreement cannot be reached on whether the question in dispute falls under 3.3.4.3.1 or 3.3.4.3.2 and/or upon a particular arbitrator within 3 (three) Business Days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall –

3.3.4.4.1 determine whether the question in dispute falls under 3.3.4.3.1 or 3.3.4.3.2; and

3.3.4.4.2 nominate the arbitrator within 7 (seven) Business Days after the Parties have failed to agree.

3.3.4.5 The arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>3.3.4.6 The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|  | <p>3.4 <i>Clause 25 of the GCC is supplemented with the following:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|  | <p><b>Force Majeure</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|  | <p>3.4.1 The successful bidder accepts and understands that the nature of the services requires it to perform in terms thereof and accordingly the successful bidder shall not be excused from the performance of its obligations and needs to ensure that it has procedures in place to ensure that it renders the services as and when required by the Department.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|  | <p>3.4.2 Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves –</p> <p>3.4.2.1 that the failure was due to an impediment beyond its control;</p> <p>3.4.2.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and</p> <p>3.4.2.3 that it could not reasonably have avoided or overcome the impediment or its effects.</p> <p>3.4.3 An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive) –</p> <p>3.4.3.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;</p> <p>3.4.3.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;</p> <p>3.4.3.3 explosions, fires, destruction of machines, of factories and of any kind of installations;</p> <p>3.4.3.4 acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.</p> <p>3.4.4 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the</p> <p>3.4.5 Party seeking relief gives notice of the impediment relied upon, and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, any of the Parties</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                      |
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|                                                                                                                                                                                                                                                                                                                                                                                                                        | shall be entitled to terminate this Agreement on 30 (thirty) Business Days written notice.                                                                                                                                                           |
| <b>4. CONTRACT PERIOD</b>                                                                                                                                                                                                                                                                                                                                                                                              | 4.1 The contract will be awarded for a three (3) year period with an option to extend for a further two (2) years (subject to suppliers' performance)                                                                                                |
| <b>5. PAYMENT</b><br><br><div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center; margin: 0;">WESTERN CAPE GOVERNMENT: HEALTH<br/>DIRECTORATE: SUPPLY CHAIN<br/>(INFRASTRUCTURE SOURCING)<br/>BID OPENED 11:00</p> <p style="text-align: center; margin: 0;"><b>2024-08-05</b></p> <p style="margin: 0;">1)..... 2).....<br/>SIGNED SIGNED</p> </div> | 5.1 The Department will pay the successful bidder for the services rendered or goods provided.                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                        | 5.2 Notwithstanding the Department's right to impose penalties, the Department may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the successful bidder.                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                        | 5.3 Refer to clause 9 in Bid – Part 2 of bid document.                                                                                                                                                                                               |
| <b>6. WAIVER</b>                                                                                                                                                                                                                                                                                                                                                                                                       | 6.1 No waiver of any of the terms and conditions of the contract shall be binding unless expressed in writing and signed by the party giving the same, and any such waiver shall be granted only in the specific instance and for the purpose given. |
|                                                                                                                                                                                                                                                                                                                                                                                                                        | 6.2 No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power, or privilege.                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                        | 6.3 No indulgence, leniency or extension of time which any party ("the Grantor") may grant or show the other party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract.       |
| <b>7. BREACH</b>                                                                                                                                                                                                                                                                                                                                                                                                       | Should a party breach any or all of the terms and conditions of the contract and remain in such breach for 14 (fourteen) calendar days after receipt of a written notice calling upon it to remedy such breach,                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                        | 7.1 then the party who served such notice shall be entitled, in addition to any remedy which it may have in law, to cancel the contract, to remedy the breach itself, claim specific performance and/or to claim damages.                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                        | 7.2 Notwithstanding the conditions of paragraph 7.1 above, the Department reserves the right to extend to the successful bidder the opportunity to rectify shortcomings in the successful bidder's service.                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                        | 7.3 In the case where the successful bidder remains in breach despite the notice as contemplated in paragraph 7.1, the Department may impose penalties as contemplated by paragraph 7.2 above or claim damages in lieu of penalties.                 |

|                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                               | <p>7.4 Notwithstanding the provisions contained in paragraphs 7.1 to 7.3 above, the Department may elect to appoint a third party without notice to render the services at the successful bidder's expense as an interim measure, if the Service Provider fails to render the services for a period of more than 7 (seven) calendar days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>8. CONFIDENTIALITY AND DISCLOSURE</b>                                                                                      | <p>8.1 Refer to clause 19 in Bid - Part 2 of the bid document.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>9. INDEMNITY</b>                                                                                                           | <p>9.1 The successful bidder hereby indemnifies the Department against any and all claims which may be made against the Department, or any losses the Department may incur, for any claim that may arise as a result of injury or damage suffered by any person, arising out of, or as a consequence of the execution of the contract and/or the rendering of the Services.</p> <p>9.2 Clause 9.1 shall survive the termination of the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>10. COMPLIANCE WITH OCCUPATIONAL HEALTH &amp; SAFETY ACT</b> <div data-bbox="140 1288 496 1498" data-label="Image"> </div> | <p>10.1 The Department and the successful bidder hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as "the Act"), that the following arrangements and procedures shall apply between them to ensure compliance by the Successful bidder with the provisions of the Act, namely:</p> <p>10.2 The successful bidder undertakes that the appropriate officials and employees of the Successful bidder will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</p> <p>10.3 The successful bidder undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;</p> <p>10.4 The successful bidder hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves The Department from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.</p> <p>10.5 The successful bidder agrees that any duly authorised official or appointed agent of The Department shall be entitled (though not obliged) to take such steps as may be necessary to ensure that the successful bidder has complied with his undertakings as set out more fully in the paragraphs above, which steps may include, but will not be limited to, the right to inspect any appropriate site or Premises occupied by the</p> |

|                                                                                                                           |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                           |      | successful bidder, or to inspect any appropriate records held by the successful bidder;                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                           | 10.6 | The successful bidder shall be obliged to report forthwith to The Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;                                                                                                                                                   |
|                                                                                                                           | 10.7 | All services, inspections, maintenance work and testing will be carried out in a legal, safe and responsible manner as contained in your Health and Safety File.                                                                                                                                                                                                                                                                                                                                                                     |
| <b>11. ENTRY TO THE PREMISES</b><br><br> | 11.1 | The successful bidder shall be subject to Department security regulations or arrangements in force and acknowledges that it will be obliged at all times to obtain security clearance to enter & work on the premises.                                                                                                                                                                                                                                                                                                               |
|                                                                                                                           | 11.2 | The successful bidder shall only use that part of the Premises necessary to carry out its duties. The successful bidder is not permitted to have access to any other part of the premises unless specifically authorised in writing and in advance by the contract manager.                                                                                                                                                                                                                                                          |
|                                                                                                                           | 11.3 | The successful bidder and their staff are to be presentably dressed and prominently displaying their Company's logo whilst on site. Should there be protest/unrest at any facility, the successful bidder needs to contact the facility manager/Department representative to assist with access to the premises. This means that contact details need to be readily available for communication purposes. They may also ask onsite security to assist or alternatively make use of any other access point e.g. road to the facility. |
|                                                                                                                           | 11.4 | Refer to clause 3 in Bid – Part 2 of the bid document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>12. VEHICLES ON THE PREMISES</b>                                                                                       | 12.1 | The successful bidder agrees that it's vehicles will be driven, parked and otherwise dealt with on the premises at the owner's or user's own risk and subject to rules or regulations in force at any given time.                                                                                                                                                                                                                                                                                                                    |
| <b>13.CONTRACTORS EQUIPMENT AND MATERIALS</b>                                                                             | 13.1 | The successful bidder shall be solely responsible for ensuring the security and safety of its own personal property, including all equipment and material brought onto the premises for use by the successful bidder, and the Department shall not be responsible for loss or damage thereto, howsoever caused.                                                                                                                                                                                                                      |
| <b>14. ACCIDENTS</b>                                                                                                      | 14.1 | The successful bidder, whether involving persons or property, shall report every accident on the premises, immediately to the Department's Engineering representative, including accidents, which did not, but could have led to personnel injury or loss of limb or damage to property. Reportable incidents shall be                                                                                                                                                                                                               |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | dealt with as prescribed in the Act. If the person is not directly employed by the successful bidder, the accident shall in addition, be reported by the successful bidder, to the injured person's employer. Any accidents involving loss of limb are to be reported directly to the Department of Labour and copied to the Department's Engineering representative immediately. |
| <b>15. FIRE PRECAUTIONS</b>                  | 15.1 The successful bidder shall ensure that all persons engaged to work on the premises are aware of and familiar with the protection procedures and systems in operation on the Premises.                                                                                                                                                                                       |
| <b>16. STANDARD OF MATERIALS AND REPORTS</b> | 16.1 All materials and equipment supplied and/or installed under this contract shall be new and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SANS Compliance codes.                                                                                                                                 |
|                                              | 16.2 All reports provided by the successful bidder as required by the Department under the contract shall be in line with all applicable SANS.                                                                                                                                                                                                                                    |
| <b>17. WARRANTY</b>                          | 17.1 Any equipment supplied shall be in line with the manufacturer standard warranty.                                                                                                                                                                                                                                                                                             |
|                                              | 17.2 Refer to clause 15 in Bid – Part 2 of bid document                                                                                                                                                                                                                                                                                                                           |
| <b>18. QUANTITY</b>                          | 18.1 All quantities and facilities listed in the price schedule are estimates only and subject to change.                                                                                                                                                                                                                                                                         |
| <b>19. SERVICE LEVEL AGREEMENT</b>           | 19.1 The successful bidder/s will enter into a service level agreement with the Department before the contract commences.                                                                                                                                                                                                                                                         |

|                                                                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |                   |
| <b>2024-08-05</b>                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

PRICING SUMMARY

SECTION 1

|                                                                                  |               |
|----------------------------------------------------------------------------------|---------------|
| Price carried from Price List Part 1A: Prices per Facility within the Cape Metro | R.....        |
| Price carried from Price List Part 2: Instruction Labour Rates                   | R.....        |
| Price carried from Price List Part 3: Instruction Material for Repairs           | R440 000..... |
| <b>Sub-total</b>                                                                 | <b>R.....</b> |
| Add VAT at 15%                                                                   | R.....        |
| <b>TOTAL PRICE WITHIN CAPE METRO:</b>                                            | <b>R.....</b> |

SECTION 2

|                                                                                   |               |
|-----------------------------------------------------------------------------------|---------------|
| Price carried from Price List Part 1B: Prices per Facility outside the Cape Metro | R.....        |
| Price carried from Price List Part 2: Instruction Labour Rates                    | R.....        |
| Price carried from Price List Part 3: Instruction Material for Repairs            | R440 000..... |
| <b>Sub-total</b>                                                                  | <b>R.....</b> |
| Add VAT at 15%                                                                    | R.....        |
| <b>TOTAL PRICE OUTSIDE CAPE METRO:</b>                                            | <b>R.....</b> |

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

2024-08-05

1).....  
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**BILL OF QUANTITIES****SECTION 1****PRICE LIST PART 1A  
PRICES PER FACILITY WITHIN THE CAPE METRO**

**PLEASE NOTE: THAT THE QUANTITIES ARE ESTIMATED FOR BID EVALUATION PURPOSES ONLY, AND DO NOT REPRESENT ACTUAL EXPECTED EXPENDITURE**

| No                                                     | Description                                                   | Type       | Year | EAD    | Quantity  | Rate   | Total             |
|--------------------------------------------------------|---------------------------------------------------------------|------------|------|--------|-----------|--------|-------------------|
|                                                        | Treated water required at each of the facilities noted below: |            |      | (Kl/d) | (Kl/year) | (R/Kl) | (Quantity x Rate) |
| 1                                                      | Groote Schuur Hospital                                        | Treated    | 1    | 550    | 200750    |        | R                 |
|                                                        |                                                               | Treated    | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated    | 3    |        |           |        | R                 |
|                                                        |                                                               | Untreated  | 1    | 140    | 51100     |        | R                 |
|                                                        |                                                               | Untreated  | 2    |        |           |        | R                 |
|                                                        |                                                               | Untreated  | 3    |        |           |        | R                 |
| 2                                                      | Stikland Hospital                                             | Treated    | 1    | 145    | 52925     |        | R                 |
|                                                        |                                                               | Treated    | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated    | 3    |        |           |        | R                 |
|                                                        |                                                               | Irrigation | 1    | 10     |           |        | R                 |
| 3                                                      | Lentegeur Hospital                                            | Treated    | 1    | 440    | 160600    |        | R                 |
|                                                        |                                                               | Treated    | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated    | 3    |        |           |        | R                 |
| 4                                                      | Victoria Hospital                                             | Treated    | 1    | 65     | 23725     |        | R                 |
|                                                        |                                                               | Treated    | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated    | 3    |        |           |        | R                 |
| 5                                                      | Tygerberg Hospital                                            | Treated    | 1    | 650    | 237250    |        | R                 |
|                                                        |                                                               | Treated    | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated    | 3    |        |           |        | R                 |
| Total carried forward for PRICING SUMMARY – SECTION 1: |                                                               |            |      |        |           |        | R                 |

**Note all quantities are calculated by multiplying the Estimated Average Demand (EAD) by 365 days**

**NOTE:**

- Failure to fully complete the schedule above will result in **disqualification** of the bid.
- The quantities are fixed for all bidders, and the bidder may only insert the rate.

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
SIGNED

2).....  
SIGNED

## **BILL OF QUANTITIES**

### **SECTION 1**

#### **PRICE LIST PART 2 INSTRUCTION: LABOUR RATES**

#### **INSTRUCTION RATES**

The labour cost for call-outs, repairs, new and/or specialist works will be charged based on the Instruction rates below. Rates for service as per Part 1 of the Price List shall apply where applicable. All other facilities not listed in the Price List are to be treated as changed events (Defined Cost-plus Fee, i.e. proven costs with supplier invoice plus direct/subcontracted fee percentage as per price in the Contractor's Offer.)

Normal working hours are weekdays (Monday to Friday) from 07:30 to 16:00. After hours are all hours outside of normal working hours.

**Should a Bidder make use of a sub-contractor, the Instruction rates should already include their mark-up.**

**NB.** Failure to fully complete the Instruction labour rates schedule below will invalidate your bid.

**Travelling will be paid according to GMT rates issued by the employer.**

**PLEASE NOTE: INSTRUCTION LABOUR HOURS ARE FOR BID EVALUATION PURPOSES ONLY, AND DO NOT REPRESENT ACTUAL EXPECTED EXPENDITURE**

| <b>INSTRUCTION LABOUR RATES</b>                                                                                                | <b>UNIT</b> | <b>QUANTITY</b> | <b>RATE</b> | <b>TOTAL</b> |
|--------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|-------------|--------------|
| Labour rate per hour call-outs, repairs, new and/or specialist works (normal working hours) for water supply technician        | hour        | 8               | R           | R            |
| Labour rate per hour for call-outs, repairs, new and/or specialist works (after hours – flat rate) for water supply technician | hour        | 8               | R           | R            |
| Labour rate per hour call-outs, repairs, new and/or specialist works (normal working hours) for general worker                 | hour        | 8               | R           | R            |
| Labour rate per hour call-outs, repairs, new and/or specialist works (after hours, flat rate) for general worker               | hour        | 8               | R           | R            |
| <b>Total carried forward to PRICING SUMMARY – SECTION 1</b>                                                                    |             |                 |             | <b>R</b>     |

a) The labour hours are fixed for all bidders, and the bidder may only insert the rate.

**Travelling will be paid according to GMT rates**

|                                                                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |                   |
| <b>2024-08-05</b>                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

**BILL OF QUANTITIES**

**SECTION 1**

**PRICE LIST PART 3  
INSTRUCTION: MATERIAL FOR REPAIRS**

**NOTE:**

- a) The values stated are for **estimation purposes** and are not payable to the Contractor. Any expenditure against these items will be treated as a changed event.
- b) Actual values invoiced by the Contractor are to be determined by means of actual proven invoiced costs as laid down the conditions of contract.
- c) These costs pertain to repair work as defined in **Bid - Part 3**.

| ITEM | DESCRIPTION                                                            | TOTAL        |
|------|------------------------------------------------------------------------|--------------|
| 1    | Provision for Material, for the Parts/Material and Labor for 36 Months | R 400 000.00 |
| 2    | Provision for Contractor's Mark-up.....10%                             | R 40 000.00  |
| 3    | Total <b>carried forward to PRICING SUMMARY – SECTION 1:</b>           | R 440 000.00 |

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
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SIGNED

**BILL OF QUANTITIES****SECTION 2****PRICE LIST PART 1B  
PRICES PER FACILITY OUTSIDE THE CAPE METRO**

**PLEASE NOTE: THAT THE QUANTITIES ARE ESTIMATED FOR BID EVALUATION PURPOSES ONLY, AND DO NOT REPRESENT ACTUAL EXPECTED EXPENDITURE**

| No                                                     | Description                                                   | Type    | Year | EAD    | Quantity  | Rate   | Total             |
|--------------------------------------------------------|---------------------------------------------------------------|---------|------|--------|-----------|--------|-------------------|
|                                                        | Treated water required at each of the facilities noted below: |         |      | (Kl/d) | (Kl/year) | (R/Kl) | (Quantity x Rate) |
| 1                                                      | Beaufort West Hospital                                        | Treated | 1    | 35     | 12775     |        | R                 |
|                                                        |                                                               | Treated | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated | 3    |        |           |        | R                 |
| 2                                                      | Caledon Hospital                                              | Treated | 1    | 45.5   | 16607.5   |        | R                 |
|                                                        |                                                               | Treated | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated | 3    |        |           |        | R                 |
| 3                                                      | Knysna Hospital                                               | Treated | 1    | 35     | 12775     |        | R                 |
|                                                        |                                                               | Treated | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated | 3    |        |           |        | R                 |
| 4                                                      | Paarl Hospital                                                | Treated | 1    | 125    | 45625     |        | R                 |
|                                                        |                                                               | Treated | 2    |        |           |        | R                 |
|                                                        |                                                               | Treated | 3    |        |           |        | R                 |
| Total carried forward for PRICING SUMMARY – SECTION 2: |                                                               |         |      |        |           |        | R                 |

**Note all quantities are calculated by multiplying the EAD by 365 days**

**NOTE:**

- c) Failure to fully complete the schedule above will result in **disqualification** of the bid.
- d) The quantities are fixed for all bidders, and the bidder may only insert the rate.

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
SIGNED

2).....  
SIGNED

## **BILL OF QUANTITIES**

### **SECTION 2**

#### **PRICE LIST PART 2 INSTRUCTION: LABOUR RATES**

##### **INSTRUCTION RATES**

The labour cost for call-outs, repairs, new and/or specialist works will be charged based on the Instruction rates below. Rates for service as per Part 1 of the Price List shall apply where applicable. All other facilities not listed in the Price List are to be treated as changed events (Defined Cost plus Fee, i.e. proven costs with supplier invoice plus direct/subcontracted fee percentage as per the pricing schedule.

Normal working hours are weekdays (Monday to Friday) from 07:30 to 16:00. After hours are all hours outside of normal working hours.

**Should a Bidder make use of a sub-contractor, the Instruction rates should already include their mark-up.**

**NB.** Failure to fully complete the Instruction labour rates schedule below will invalidate your bid.

**Travelling will be paid according to GMT rates issued by the employer.**

**PLEASE NOTE: INSTRUCTION LABOUR HOURS ARE FOR BID EVALUATION PURPOSES ONLY, AND DO NOT REPRESENT ACTUAL EXPECTED EXPENDITURE**

| <b>INSTRUCTION LABOUR RATES</b>                                                                                                | <b>UNIT</b> | <b>QUANTITY</b> | <b>RATE</b> | <b>TOTAL</b> |
|--------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|-------------|--------------|
| Labour rate per hour call-outs, repairs, new and/or specialist works (normal working hours) for water supply technician        | hour        | 8               | R           | R            |
| Labour rate per hour for call-outs, repairs, new and/or specialist works (after hours – flat rate) for water supply technician | hour        | 8               | R           | R            |
| Labour rate per hour call-outs, repairs, new and/or specialist works (normal working hours) for general worker                 | hour        | 8               | R           | R            |
| Labour rate per hour call-outs, repairs, new and/or specialist works (after hours, flat rate) for general worker               | hour        | 8               | R           | R            |
| <b>Total carried forward to PRICING SUMMARY – SECTION 2:</b>                                                                   |             |                 |             | <b>R</b>     |

##### **NOTE:**

a) The labour hours are fixed for all bidders, and the bidder may only insert the rate.

**Travelling will be paid according to GMT rates.**

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
SIGNED

2).....  
SIGNED

## **BILL OF QUANTITIES**

### **SECTION 2**

#### **PRICE LIST PART 3**

#### **INSTRUCTION: MATERIAL FOR REPAIRS**

**NOTE:**

- a) The values stated are for **estimation purposes** and are not payable to the Contractor. Any expenditure against these items will be treated as a changed event.
- b) Actual values invoiced by the Contractor are to be determined by means of actual proven invoiced costs as laid down the conditions of contract.
- c) These costs pertain to repair work as defined in **Bid - Part 3**.

| <b>ITEM</b> | <b>DESCRIPTION</b>                                                     | <b>TOTAL</b> |
|-------------|------------------------------------------------------------------------|--------------|
| 1           | Provision for Material, for the Parts/Material and Labor for 36 Months | R 400 000.00 |
| 2           | Provision for Contractor's Mark-up.....10%                             | R 40 000.00  |
| 3           | Total <b>carried forward to PRICING SUMMARY – SECTION 2:</b>           | R 440 000.00 |

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
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## BID -PART 2

### INTERPRETATIONS AND DEFINITIONS

In this specification, unless the context indicates a contrary intention, the following words and expressions, which will be indicated in bold throughout, bear meanings assigned to them and cognate expressions bear corresponding meaning:

**"borehole"** means a hole(s) sunk into the earth at the site for the purpose of locating, abstracting or using subterranean water;

**"borehole waste"** means the difference measured in kilolitres between the **borehole water** and the volume of **treated water** delivered;

**"borehole waste charge"** means the charge generated based on the borehole waste rate and the borehole waste;

**"borehole waste rate"** means the sanitation **rate** from time to time imposed by the local municipality on **borehole waste**;

**"borehole water"** means the volume of subterranean water extracted from the **borehole(s)** measured in kilolitres;

**"clearances"** means the approvals, clearances, consents, compliance certificates, permissions, and licenses listed in clause 5.3 below, that are required to be obtained, from or under the National Water Act (and the regulations published in terms thereof), the Water Services Act (and the regulations published in terms thereof) and the municipal by-law in connection with the exploration for subterranean water, the sinking of a **borehole(s)** on the site, the installation and operation of the **system** on the site, the treatment of water and the supply of **treated water**;

**"connection point(s)"** means the point(s) of delivery by the Contractor of the **treated water** where the pipe(s) conveying **treated water** from the **system** connects to the pipe(s) conveying and distributing such **treated water** to the rest of the Site;

**"development plan"** means the proposed ground water development plan for securing water supplies to key Department service delivery facilities across the term of this contract and its potential extension thereof;

**"existing system"** means the **system** of boreholes, plumbing, pumps, tanks, filters, equipment and plant which exist, and which is/are installed at the site as at the starting date, as evidenced in the **Access Site Certificate**;

**"Access Site Certificate"** means the signed certificate(s) to be issued by the Contractor to the Department detailing the **existing system** of boreholes, plumbing, pumps, tanks, filters, equipment, and plant infrastructure which exists, and which is/are installed at the site as at the starting date;

**"borehole waste"** means the difference between the volume of **borehole water** and the volume of **treated water** delivered; which difference shall be expressed as a percentage and provide that this percentage shall be no more 5% (five percent) of the **borehole water**;

**"Intellectual property"** means intellectual property in the form of any and all technical or commercial information, including, but not limited to the following: central structures, biological or chemical information, manufacturing technique and designs, specifications and formulae, know-how, data, systems, processes, methods, trade secrets, undisclosed inventions, financial and marketing information as well as registered or unregistered intellectual property in the form of patents, trademarks, designs, and

plant breeders' rights (whether granted/registered or applied for) and copyright in any works, including literary works or computer software programmes;

**"laws"** means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial; arbitral; administrative; ministerial; cliental or regulatory judgments; orders; decisions; rulings; or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental body; and the common law, and **"law"** shall have a similar meaning;

**"month"** means a period starting on day one in any calendar month and ending on the last calendar day of that month;

**"National Water Act"** means the National Water Act, no.36 of 1998, as amended from time to time;

**"rate"** means the rate per kl as per the pricing schedule by the Contractor which amount includes VAT per cubic meter of **treated water** delivered by the Contractor to the **connection point(s)** as specified; and as adjusted in accordance with clause 10.2;

**"system"** means collectively the **existing system** and **upgrades** to treat the **borehole water** and to produce **treated water**;

**"system interruption"** means the interruption or reduction of the **system's** ability to produce or deliver **treated water**, directly or indirectly by the wilful misconduct of the Department, any negligent act or omission by the Department or the breach of any of the provisions of this contract by the Department;

**"treated water"** means the **treated water** delivered to the Department during a particular month, as measured by the **system** in kilolitres when passing through the **connection point(s)** and reported on by the Contractor; which will comply with the specifications set out in the local municipality approved **water safety plan** for the **existing system** at the site and as per Appendix B (NB: Wherever treated water is mentioned in the document, it should be deemed to include untreated water and treated non-potable water as utilised under 'type' in Bill of Quantities, except that the quality criteria are not as per Appendix B, but as per Appendix C;

**"treated water payment"** means the monthly amount payable by the Department to the Contractor for the **treated water** during a particular month, as calculated in terms of clause 10.1 (NB: Wherever treated **water payment** is mentioned in the document, it should be deemed to include untreated water payment and treated non-potable water payment);

**"upgrades"** means the **upgrades** to and additional pumps, tanks, filters, and infrastructure installed by the Contractor at the **existing system** to treat the subterranean water extracted from the **borehole(s)** situated on the site and to deliver **treated water** to the **Department** (the Western Cape Government Health and Wellness Department);

**"water-by-law"** means the relevant by-laws applicable to the municipality in question;

**"Water Services Act"** means the Water Services Act, no 108 of 1997, as amended from time to time; and

**"WSI measurement points"** means the requisite points of measurement of the **treated water** for the purposes of water quality monitoring purposes and for the water services intermediary agreement for the Site;

|                                                                                                               |                   |
|---------------------------------------------------------------------------------------------------------------|-------------------|
| WESTERN CAPE GOVERNMENT: HEALTH<br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |                   |
| 2024-08-05                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                             | 2).....<br>SIGNED |

## 1. HISTORICAL CONTEXT

In response to the recent drought, the province introduced their water business continuity plan initiative, requiring that numerous key facilities across the province be made water secure. In addition to implementing water conservation and demand management measures, the projects were initiated to drill **boreholes** at the identified facilities, equip them and reticulate the groundwater into the facilities. In the very least, these supplies were to be used to ensure that the facilities remained functional in the event of municipal water supply failure. Given the investment being made to achieve the desired water security, it was envisaged that some of the water supplies may be used into the future.

## 2. INTRODUCTION

- 2.1. The ongoing operation and maintenance of the groundwater schemes is an important component of the plan to ensure that the facilities remain water secure.
- 2.2. The Department is the owner of the site and the **existing system**.
- 2.3. The objective is to produce the amount of potable water for the specific facility as stated in Appendix A, to the quality standards set forth in Appendix B and as per the facility-specific guidelines prescribed in Appendix C
- 2.4. The Department grants the Contractor unrestricted access to the site to access the **existing system**, excluding all functional and operational facilities at the site, and the exclusive right to access, use and operate the **existing system** as currently exists at the site for the treatment of borehole groundwater, including those pre-existing borehole(s) which the Department has already installed at the site.
- 2.5. The Contractor may, at its own cost and at its sole and exclusive discretion install the **upgrades**.
- 2.6. The Department hereby grants the Contractor the exclusive right, in the Contractor's sole discretion and at its own cost, to operate the **system** to treat the **borehole water** and to deliver **treated water** to the Department.

## 3. ACCESS TO THE SITE

- 3.1. The Department hereby grants the Contractor all rights of unrestricted access to the **existing system**, including inter alia 24-hour access, as required for the proper performance of the Contractor's obligations and any other purpose set forth hereunder, with the prior written confirmation from the facility management in this regard.
- 3.2. The Contractor shall use its best endeavours to minimise any disruption to activities occurring on the site.

- 3.3. The Contractor shall comply with all the Department site access and security control regulations.
- 3.4. The Contractor would be required to have their company identity card at hand when doing any work at the required facilities in this contract. Failure to produce the necessary documents will result in delays in gaining access to the site.
- 3.5. Access to the site confers on the Contractor a right to only such use as is necessary to enable the Contractor to perform its other obligations noted hereunder with respect to the site including, without limitation –
- 3.5.1. The Contractor shall have vehicular and pedestrian access across the site and to the parts of the **existing system** for purposes of performing its obligations and exercising its rights noted hereunder.
- 3.5.2. The Contractor shall have the right to locate transmission lines and communications cables across the site in accordance with all applicable **laws** and taking reasonable care not to negatively impact on any emergency exits and/or fire escapes located on the site;
- 3.5.3. The Contractor shall have access to an electricity connection and supply at the **existing system** and the right to use such electricity at the site as required during the performance of its obligations noted hereunder and for purposes of operating the **system**, which cost of electricity is for the Department's account; and
- 3.5.4. The Contractor shall have the right to construct storage space at the **existing system** convenient to the location of the **system**, for Equipment, Plant and Materials used during the performance of its obligations noted hereunder.
- 3.5.5. Site hand over will be granted at the discretion of the Department and not necessarily be aligned with the award of this contract.

#### 4. LEGAL COMPLIANCE AND REGULATOR

- 4.1. The Department acknowledges that it is their responsibility solely to provide all the relevant **clearances** listed in clause 5.3 below required for the installation and operation of the **system** and for the treatment, production, and delivery of the **treated water** to the Department.
- 4.2. The Contractor acknowledges that it is their responsibly to operate the **system** in accordance with the **clearances** and to collaborate with the Department's representatives as well as the

|                                                                                                               |                   |
|---------------------------------------------------------------------------------------------------------------|-------------------|
| WESTERN CAPE GOVERNMENT: HEALTH<br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |                   |
| 2024-08-05                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                             | 2).....<br>SIGNED |

local municipal water inspectorate to ensure ongoing compliance in accordance with the applicable **clearance**.

4.3. **Clearances**, to the extent required and where necessary –

4.3.1 Maintaining approval for the **borehole(s)** on the site in terms of the **municipal water by-law**;

4.3.2 Maintaining of a water use licence or a general authority issued in terms of the National Water Act (and any regulations published in terms thereof);

4.3.3 Maintenance of an alternative water supply approval certificate, to install and use alternative water other than the municipal potable water supply, in terms of the **municipal water by-law**; and

4.3.4 any **laws** not in force at the starting date which take effect retrospectively.

4.4. Notwithstanding the above, the Contractor shall be responsible for all reporting to the local municipality in terms of the water services intermediary agreement between them and the Department. The Contractor further undertakes to assist the Department using their reasonable best endeavours and shall co-operate in good faith to apply for and procure the fulfilment of these **clearances**, to the extent required, where not yet already in place and where necessary, but the Contractor shall in no way whatsoever be responsible for any failure to obtain any required **clearance** and the Contractor does not guarantee that any **clearances** so required will be granted.

4.5. The Contractor undertakes to provide information to the Department and water and sanitation, as set out in the water use license issued by them.

## 5. HANDOVER OF THE EXISTING SYSTEM

5.1. The Department shall hand over the **existing system** to the Contractor as soon as possible after the starting date and by no later than 4 weeks thereafter. Within 14 days of the *access date*, the Department and the Contractor shall both sign off the **Access Site Certificate**.

5.2. The Contractor will commence with the **upgrades** as soon as reasonably possible after the access date. It is specifically recorded that The Contractor will not be held accountable for delays in the completion of the **upgrades** due to unforeseen circumstances or due to external factors outside the control of the Contractor, such as the delay in obtaining any required **clearances**.

|                                 |         |
|---------------------------------|---------|
| WESTERN CAPE GOVERNMENT: HEALTH |         |
| DIRECTORATE: SUPPLY CHAIN       |         |
| (INFRASTRUCTURE SOURCING)       |         |
| BID OPENED 11:00                |         |
| 2024-08-05                      |         |
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## 6. UPGRADES

- 6.1. The Contractor will have the right, at its own cost and sole discretion, to install the **upgrades** at the site which will be indicated on a programme delivered to the Department before any work commences.
- 6.2. Following the installation of **upgrades**, the Contractor shall provide the Department with a **plant upgrade certificate**, which will, inter alia, contain:
- 6.2.1. the specifications of the **upgrade(s)**,
  - 6.2.2. a detailed description of the **upgrade(s)**,
  - 6.2.3. appropriate revision of the O&M Manual, as well as the **water safety plan** to the extent that this is required, and
  - 6.2.4. the key components of the **upgrade(s)** solely for identification purposes, collectively referred to as a **plant upgrade certificate**.

## 7. OWNERSHIP OF SYSTEM

- 7.1. Ownership of the **system** (and for the avoidance of doubt, the **upgrades**) shall always remain with the Department.
- 7.2. In the event of termination, the Contractor shall not be entitled to remove any elements of the **system**.

## 8. DELIVERY OF TREATED WATER

- 8.1. Subject to the terms and conditions hereunder, the Contractor agrees to treat the **borehole water** and to deliver **treated water** to the Department, and the Department agrees to take receipt of the **treated water** at the **connection point(s)**.
- 8.2. The **treated water** will, at delivery at the **connection point(s)** and the **WSI measurement points**, conform to the current SANS 241 specifications and specifically set out in Appendix B. It can be recorded that the Contractor is responsible for all costs of testing and ensuring compliance of the **treated water** to the specifications.
- 8.3. In the event of the **treated water** not conforming to the specifications as set out in Appendix B, the Contractor shall immediately switch off the **system** and cease delivery of all non-compliant water until such time as the **treated water** is within specification. The Contractor shall ensure that water quality is restored, and the **system** reactivated as soon as possible.
- 8.4. Where any of the specifications of the **treated water** set out in Appendix B, not deemed acute in nature that are found to be out of conformity but such non-conformity is less than 15% (fifteen percent) of the applicable specification, the Contractor is permitted to not immediately switch

off the **system** but to continue to run the **system** while taking immediate steps to address the non-conformity, which shall not persist for longer than 48 hours without being shown through testing to be back within conformity.

- 8.5. The Contractor guarantees and undertakes it shall not deliver **treated water** to the Department that does not conform to the specifications as set out in Appendix B.

## 9. FINANCE AND PAYMENTS

### 9.1. Treated water payment:

9.1.1. The monthly **treated water payment** payable by the Department to the Contractor for the delivery of **treated water** will be the rate per cubic meter of **treated water** delivered and adjusted in accordance with clause 10.2 which is applicable during the relevant month. The Contractor must install a **treated water** meter on the main product supply line to ensure a direct mechanism for this measurement. It is to be noted that as per definition under 1.20, **treated water payment** is deemed to include untreated water payment and treated non-potable water payment);

### 9.2. Performance Level Table:

| No | Item                                                       | Service Level                                                                                                                        | Low service damages                                                                                                                                    |
|----|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | <b>borehole waste</b>                                      | Exceeds 5% of the <b>borehole water</b> at any facility in any one month ( <b>borehole waste excess</b> and expressed in kilolitres) | <b>treated water payment</b> at that facility for that month shall be reduced by such <b>borehole waste excess</b> at the <b>borehole waste rate</b> . |
| 2  | Estimated Average <b>treated water</b> (KL/d) (Appendix A) | If the Contractor is unable to supply at least 70% at any facility in any one month                                                  | <b>rate</b> at that facility for that month shall be reduced by 10%                                                                                    |
| 3  |                                                            | If the Contractor is unable to supply at least 50% at any facility in any one month                                                  | Cause must be investigated, and the contract renegotiated                                                                                              |
| 4  |                                                            | If the Department is unable to accept at least 70% at any facility in any one month                                                  | <b>rate</b> at that facility for that month shall be increased by 10%                                                                                  |
| 5  |                                                            | If the Department is unable to accept at least 50% at any facility in any one month                                                  | Cause must be investigated and the <b>rate</b> renegotiated                                                                                            |

### 9.3. Invoicing and payment

9.3.1. **treated water payment**, as adjusted for the Contractor **borehole waste excess** as applicable, is payable by the Department to the Contractor monthly in arrears.

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9.3.2. Every invoice issued by the Contractor shall indicate, as per the example calculation of the **treated water payment** reflected in Appendix D hereto –

- The volume of **borehole water** (measured in kilolitres);
- the volume of **treated water** (measured in kilolitres) delivered to the Department during the relevant billing period;
- the **borehole waste**;
- calculation of any reduction amount in respect of **borehole waste excess** in accordance with clause 10.2 if applicable;
- the **rate**, which is applicable during the relevant billing period;
- the **treated water payment** for the relevant billing period as calculated in accordance with this clause 10;

9.3.3. Every invoice issued by the Contractor shall include the flow meter readings (photos to be included for meter readings, including all municipal meters), the **borehole** pumping rates and the water quality data specific to that month (laboratory water quality certificates, graphs of on-site monitoring results).

## 10. MEASUREMENT OF TREATED WATER DELIVERED

- 10.1. The meter(s) forming part of the **system** shall be used to measure the **borehole water** as well as the **treated water** delivered on an ongoing basis to calculate the **treated water payment**. The Department can at its own cost install a separate check meter if required.
- 10.2. If at any time there is any doubt as to the accuracy of the measurement of the **treated water** delivered, either the Department or the Contractor may request and commission an independent expert, satisfactory to both the Department or the Contractor, to calibrate and verify the accuracy of the meter(s), the cost of which will be for such party's own account.
- 10.3. Should such investigation instigated by the Department prove that the error, to the detriment of the Department, exceeds 5% of the volume of **treated water** delivered, the Contractor will bear

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the reasonable cost of the investigation and shall reimburse the Department such volume at the prevailing **rate** at the time.

## 11. THE DEPARTMENT'S OBLIGATIONS

The Department undertakes and agrees –

- 11.1. to use the **treated water** produced by the **system** before making use of municipal water or any other water source;
- 11.2. to comply with all applicable **laws** which apply to the **system**;
- 11.3. not to make any alterations, additions or improvements to the **system**, whether structural or otherwise, without the Contractor's prior written consent, which consent may be withheld for any reason whatsoever;
- 11.4. not to destroy, amend or in any way interfere with the structure, process or programming of the **system**;
- 11.5. to immediately notify the Contractor if the **system** (or any part thereof) or any structure or appendage to which it is affixed is damaged, faulty, requires repair or is not operating as reasonably expected;
- 11.6. not to interfere with or hinder the ability of the **system** to produce **treated water** in any way;
- 11.7. at its own cost to provide the Contractor with access to an electricity connection and an adequate supply of electricity (free of charge) at the site, as required during the performance of its obligations noted hereunder and for purposes of operating the **system** to produce and deliver **treated water**;
- 11.8. that should it require that the **system** be temporarily removed, that this can be done only with the prior written consent of the Contractor, whose consent shall not be unreasonably withheld. the Department acknowledges that, in such circumstances, the reasonable costs of removal and replacement of the **system** will be borne by the Department;
- 11.9. not to create any encumbrance over the **system** (or any part thereof);
- 11.10. that it shall not at any time do or permit anything to be done in the site which may cause harm to the **system**;

## 12. THE CONTRACTOR'S OBLIGATIONS - OPERATION AND MAINTENANCE

- 12.1 With effect from the starting date and for its duration, the Contractor will, at its cost –
  - 12.1.1 be responsible for operating, maintaining and optimising the **system**;

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- 12.1.2 ensure that any inspections, tests and statutory compliance audits that may be required in terms of and in relation to the **clearances** listed in clause 5.3 in respect of the **borehole**, the **system** and the **treated water** (if any) are performed;
- 12.1.3 ensure that the **system** is operated in accordance with the requirements of and in relation to the **clearances** listed in clause 5.3;
- 12.1.4 undertake hydrogeological audits (SACNASP registered professional) of the system to ensure that the groundwater being delivered is being used within limits and prescribed manner as well as verifying meter readings and water quality.

12.2. the Contractor shall -

- 12.2.1 use suitably qualified, competent and experienced personnel in the performance of its obligations noted hereunder;
- 12.2.2 act in a competent and efficient manner; and
- 12.2.3 devote such time and attention as may be necessary or requisite for the performance of the Scope.
- 12.2.4 liaise with the facility management before undertaking any **upgrades** or construction and keep them informed throughout of any matters pertaining to the sufficient supply of safe water to the facility.

### 13. INSPECTION, ALTERATION AND REPAIR OF THE SYSTEM

13.1. The Contractor shall be entitled to carry out any alteration to the **existing system** and to replace or make good and repair at its own expense, the **existing system** (or any part thereof) which may be or become damaged, faulty or defective from time to time during the currency of this contract, save for any damage to the **system** arising from –

- 13.1.1. any wilful or negligent act or omission of the Department or its employees, agents, Contractors or visitors;
- 13.1.2. any modifications, improvements, revisions or additions to the **system** after the starting date by any party other than the Contractor;
- 13.1.3. someone other than the Contractor tampering with or servicing the **system** after the starting date; or
- 13.1.4. a breach of the obligations of the Department in terms of this contract;

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## 14. CHANGE IN LAW

- 14.1. If either Party claims that a change or changes have occurred in the **law(s)** which apply to the Parties or this contract ("**change in law**") and that the **change in law** in question negatively impacts the affected Party's ability to perform its obligations noted hereunder in a material way, it must advise the other Party in writing of the –
- 14.1.1. date of such **change in law**;
- 14.1.2. nature and expected effect of such **change in law**; and
- 14.1.3. actions to be taken to comply with requirements of this clause 15, provided that such notice must be sent by such Party not later than 15 days after the date on which such Party first had knowledge of the effect of such **change in law**.
- 14.2. The affected Party shall not be liable for inability to perform its obligations noted hereunder and shall not be in default due to the **change in law**.
- 14.3. From submission of the notice under clause 15.1, the Contractor shall be entitled to adjust the **rate** and/or **treated water payment** such that the calculation of the new **rate** and/or **Treated water payment** compensates the Contractor for the total cost increase arising from the **change in law** as shall place the Contractor in the same overall economic position it would have been but for such **change in law** and said adjustment will remain in effect for as long as the costs arising from the **change in law** continue to be incurred by the Contractor. If the Parties are unable to agree on the increased costs incurred or on the adjustment to the **treated water payment** within 30 days of submission of the notice under clause 15.1, either Party shall be entitled to refer the matter for resolution in accordance with the provisions of the contract.
- 14.4. The Parties must use all reasonable endeavours to –
- 14.4.1 prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any **change in law**; and
- 14.1.2. to ensure normal performance of this contract despite the **change in law** and must otherwise perform their obligations as herein agreed to the maximum of their ability; and
- 14.1.3. in good faith agree on an equitable adjustment to this contract to share the burden of the **change in law** equally.

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## 15. DUTIES, REPORTING AND LEVELS OF SERVICE TO BE RENDERED BY THE CONTRACTOR

15.1. The Contractor agrees and undertakes to -

15.1.1. provide all necessary or required equipment.

15.1.2. adhere to all legislative and regulatory processes.

15.2. The Contractor shall: -

15.2.1. exercise reasonable skill, care, and diligence; and

15.2.2. appoint only persons with the necessary skill and/or expertise to supervise and co-ordinate.

15.3 The Scope shall be performed in a professional and impartial manner.

15.4 The Contractor shall provide feedback to the Department in the following manner:

15.4.1. Appropriate and applicable monthly reports describing work completed and progress of the Scope; and

15.4.2. Specific deliverables delivered per project at invoice intervals.

## 16. THE SCOPE

16.1. The Contractor shall provide geohydrological, borehole & equipment maintenance, quality testing, water treatment, water storage, water reticulation scope or water engineering design and/or management scope.

16.2. The Scope includes all projects relating to the development and management of groundwater-based water supply schemes and oversight over groundwater schemes commissioned by the Department;

16.3. An O&M Manual has been prepared for each site which details all O&M requirements. This is likely to include, but not be limited to, the following:

- Regularly and routinely checking that the water treatment chemical storage containers are topped up, replacement of consumables and / or chemicals required to keep the **systems** functional, cleaning and backwashing (as appropriate) and checking for visible leaks;
- Weekly checking that the boreholes are functional and recording the pumping rate and volume of groundwater abstracted over the last period;
- Regularly and routinely checking that the water treatment plant is functioning as designed;
- Submitting post-treatment water samples (final water) for compliance analysis as specified in Appendix C;
- Submitting a monthly short report describing the performance of the water supply scheme; and any issues that need to be addressed.

- Undertaking regular maintenance visits to check on the water supply system e.g. replace membranes and filters, update emergency response signage, etc.
- Provide a call out service to respond to requests for assistance and to allow for faults to be repaired within 24 hrs of being reported.

Annual report:

- Submitting an annual report documenting the performance of the groundwater supply system; including a description of the volumes and water of groundwater abstracted, the performance of the water treatment works and any repairs or problems accounted. A certificate of a full SANS 241 analysis is to be included in the report.

16.4. In addition, the Contractor is to regularly and routinely liaise with the designated technical manager at each facility in order that the technical manager is properly briefed and trained in the operation and maintenance of the water supply **system** and kept abreast of performance of the **system**.

**Note:** The technical manager is to inspect the operation of the groundwater supply scheme on a daily basis.

16.5. The Contractor is to provide a qualified hydrogeologist who will visit each site every three months to download the datalogger data, measure the groundwater level, rate of abstraction and volume pumped and take a raw water sample. It is the Contractor's responsibility to replace any failed data loggers within 2 weeks of the failure being noticed.

## 17. DECOMMISSIONING, RECOMMISSIONING & RESILIENCE PROTOCOL

17.1. The Department has the authority to decommission or recommission groundwater supply systems according to their needs and requirements without objection from the supplier.

17.2. Circumstance may dictate the need to either place previously operational groundwater supply systems onto a Resilience Protocol, a reduced cost protocol for retaining water resilience without the full cost of full operation, or for the systems to be decommissioned (mothballed). Guidance and clarity is presented hereunder on the process of shutting down the systems (pre-mothballing), mothballing the equipment and infrastructure as well as shifting systems onto the Resilience Protocol.

17.3. The following are the provisions relating to the Resilience Protocol:

17.3.1. This is a new operational state which aims to reduce the O&M cost of non-productive facilities while ensuring that the system can be brought back into production in a very short time (matter of days).

- 17.3.2. All equipment is to remain in situ.
  - 17.3.3. The Contractor is to visit the sites monthly to check all infrastructure, equipment and chemical supplies; and run all production boreholes for about 2 hours, run the WTW (including backwashing and rinsing etc) and discharge the treated groundwater as required.
  - 17.3.4. A limited amount of treatment chemicals are to be used, sufficient to ensure that the various components of the treatment process remains operational.
  - 17.3.5. No water quality sampling or analysis is required.
  - 17.3.6. All flow meter readings are to be recorded (boreholes, WTW, municipal) and an abbreviated monthly report is to be submitted to the Department representative office together with the Contractor invoice.
  - 17.3.7. On recommissioning, a day will be required to ensure that all components are operational and that the treatment chemicals and media are in place. The system will be run to waste for 3 days and a SANS 241 chemical analysis performed on the product water. When certified to be SANS 241 compliant, full operational status will resume.
- 17.4. As part of the shutdown process, the O&M Contractor for each facility must:
- 17.4.1. Confirm with the facility that they have been informed of the decision to mothball the groundwater supply system and revert the facility to a municipal water supply;
  - 17.4.2. Run all boreholes and the system to waste for 2 hours;
  - 17.4.3. Correct or repair any part of the system that is not in full working order (as per O&M appointment);
  - 17.4.4. Ensure that the site is clean, neat and tidy;
  - 17.4.5. Remove all treatment chemicals from site;
  - 17.4.6. Ensure that the O&M Manual for that facility is up to date, ensuring that any modifications to the system during the operation period have been documented;
  - 17.4.7. Prepare a short report documenting peculiarities applicable at the particular site and issues pertaining to that groundwater supply system that will require attention when the system is recommissioned; and
  - 17.4.8. Submit the revised O&M Manual and above short report together with the final mothballing invoice.
- 17.5. As part of the mothballing process, the appointed O&M Contractor must:
- 17.5.1. Dismantle and store equipment in a safe and secure manner;

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- 17.5.2. Ensure that the updated O&M Manual, Water Safety Plan and other supporting documentation is stored safely with the equipment;
- 17.5.3. Liaise with the facility management and the WCG project manager regarding the work to be undertaken, storage area(s) and schedule of work;
- 17.5.4. Prior to mothballing, all flow meters are to be read and the pumping rates of the production boreholes measured;
- 17.5.5. The water supply system must be switched off and the municipal water supply to the facility re-instated;
- 17.5.6. Decommission the electricity supply to the borehole(s) and water treatment works;
- 17.5.7. Remove and clean the borehole pumps, rising mains, cables, control boxes and related infrastructure and store in the containerised plant or other secure storage as arranged with the facility management;
- 17.5.8. Every effort must be made to safely secure our infrastructure;
- 17.5.9. Ensure that the boreholes are fitted with lockable caps or covers;
- 17.5.10. All existing data loggers to remain in the boreholes;
- 17.5.11. Seal, secure and mark the end points of all buried pipework and cables;
- 17.5.12. Remove water from all tanks, clean as appropriate and refill using clean product water (weight) before sealing;
- 17.5.13. Remove all media, drybag and store on site;
- 17.5.14. Remove all surface pipework, clean, dry and store on site;
- 17.5.15. Clean all pumps and auto-filter valves, dry and store on site; and
- 17.5.16. On completion of mothballing, provide the WCG project manager with:
  - a short report on any shortcomings of the system prior to decommissioning
  - a mothballing completion report, and
  - a complete list of equipment (inventory) stored in each storage location and duly counter signed by the responsible facility manager.

## 18. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

All and any material including, but not limited to, any data, information, reports, and images made available to or obtained by the Contractor from or in connection with or as a result of execution of this contract, shall be exclusively owned by and remain the Intellectual Property of the Department and is copyright protected by the Department. No rights therein shall vest or pass to any party, or the Contractor

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and it may not be used in any manner or form unless the prior written consent of the Department has been obtained.

## 19. CONFIDENTIALITY

19.1. The Contractor shall not, during the currency of this contract, or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any of the Confidential Information of the Department, government in any other sphere, or any government institution or organ of state.

19.2. For purposes of this contract "Confidential Information" shall mean:

19.2.1. any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all *contracts* (whether in writing or not) which exists at the time of revealing the content thereof to the Contractor, the content of all possible future contracts which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the Department, government in any other sphere, or any government institution or organ of state;

19.2.2. any information of whatever nature, which has been or may be obtained by the Contractor, whether in writing or in electronic form or pursuant to discussions between the parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, clinical, personal, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, x-rays, CAT scans; MRI scans and studies, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;

19.2.3. analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Contractor which contain or otherwise reflect or are generated from any such information as is specified in this definition;

19.2.4. all information which a third party has in terms of any contract made available to the Department and which has become known to the Contractor in the course of rendering the *Scope*; and

19.2.5. any dispute between the parties resulting from this contract.

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19.3. The Contractor shall –

19.3.1. use the Confidential Information only for the purpose of rendering the Scope;

19.3.2. treat and safeguard the Confidential Information as private and confidential; and

19.3.3. ensure proper and secure storage of all Confidential Information.

19.4. Any documents or records (including written instructions, notes or memoranda) relating to the Scope which are to be provided to the Contractor or which come into the Contractor's possession during the currency of this contract, are deemed to be the property of the Department and shall be surrendered to the Department on demand, and in the event of the expiry or termination of this contract, the Contractor will not retain any copies thereof or extracts therefrom without obtaining the prior written permission of the Department.

19.5. The Contractor –

19.5.1. acknowledges that he has carefully considered the provisions of the clause;

19.5.2. agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Department and the Government of the Republic of South Africa and that if the Contractor should at any time dispute the reasonableness of this clause, then the onus of proving such unreasonableness shall be on the Contractor; and

19.5.3. acknowledges that he has entered into this contract freely and voluntarily and that no circumstances exist and/or existed for him alleging, either now or at any future time, that he was at a disadvantage in agreeing to the restraints set out in this clause or was not in an equal bargaining position with the Department in agreeing thereto.

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## 20. APPENDICES

### APPENDIX A – ESTIMATED TREATED WATER REQUIRED PER FACILITY

| Facility               | treated water (KL/d) | Type       |
|------------------------|----------------------|------------|
| Beaufort West Hospital | 35                   | Treated    |
| Caledon Hospital       | 45.5                 | Treated    |
| Groote Schuur          | 550                  | Treated    |
|                        | 140                  | Untreated  |
| Knysna Hospital        | 35                   | Treated    |
| Lentegeur Hospital     | 440                  | Treated    |
| Paarl Hospital         | 125                  | Treated    |
| Stikland Hospital      | 145                  | Treated    |
|                        | 10                   | Irrigation |
| Victoria Hospital      | 65                   | Treated    |
| *Tygerberg Hospital    | 650                  | Treated    |

Note: If the estimated treated water cannot be supplied due to neither the Employer nor the Bidders cause (e.g. an act of God, vandalism, and theft), neither of the parties will be held liable for the cost incurred to the other party in such an event. The cause will be investigated and reported by the professional geohydrologist overseeing the water treatment.

\*Tygerberg Hospital - The treated water amount specified in this table is an estimate and may be updated during the course of the contract. Tygerberg Hospital currently has a Reverse Osmosis (RO) plant which reduces the volumes that can be delivered due to waste. The intention of this contract will be to bypass the RO plant and make use of blending and treating the water as required.

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**APPENDIX B:  
SPECIFICATIONS OF TREATED WATER**

**DRINKING QUALITY REQUIREMENTS PRESCRIBED BY SANS 241-1:2015**

**SANS 241-1:2015**  
Edition 2

**Table 1 — Microbiological determinands**

| 1                                                                                            | 2                                                      | 3                                | 4                            |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------|------------------------------|
| Determinand                                                                                  | Risk                                                   | Unit                             | Standard limits              |
| <i>E. coli</i> <sup>a</sup> or faecal coliforms <sup>b</sup>                                 | Acute health                                           | Count per 100 mL                 | Not detected                 |
| Protozoan parasites <sup>c</sup><br><i>Cryptosporidium</i> species<br><i>Giardia</i> species | Acute health <sup>d</sup><br>Acute health <sup>d</sup> | Count per 10 L<br>Count per 10 L | Not detected<br>Not detected |
| Total coliforms <sup>d</sup>                                                                 | Operational                                            | Count per 100 mL                 | ≤ 10                         |
| Heterotrophic plate count <sup>e</sup>                                                       | Operational                                            | Count per mL                     | ≤ 1 000                      |
| Somatic coliphages <sup>f</sup>                                                              | Operational                                            | Count per 10 mL                  | Not detected                 |

<sup>a</sup> Definitive, preferred indicator of faecal pollution.

<sup>b</sup> Indicator of unacceptable microbial water quality, could be tested instead of *E. coli*, but is not the preferred indicator of faecal pollution. Also provides information on treatment efficiency and aftergrowth in distribution networks.

<sup>c</sup> Confirms a risk of infection and faecal pollution, and also provides information on treatment efficiency. The detection of selected protozoan parasites confirms a human health risk.

<sup>d</sup> Provides information on treatment efficiency and aftergrowth.

<sup>e</sup> Process indicator that provides information on treatment efficiency, aftergrowth in distribution networks and adequacy of disinfectant residuals.

<sup>f</sup> Process indicator that provides information on treatment efficiency.

<sup>g</sup> Determinand that is presently not easily quantifiable and lacks information pertaining to viability and human infectivity, which, however, does pose immediate unacceptable health risks if present in drinking water.

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### 4.3 Physical, aesthetic, operational and chemical determinands

4.3.1 The water shall comply with the physical, aesthetic and chemical numerical limits for lifetime consumption specified in table 2.

**Table 2 — Physical, aesthetic, operational and chemical determinands**

| 1                                          | 2                        | 3          | 4               |
|--------------------------------------------|--------------------------|------------|-----------------|
| Determinand                                | Risk                     | Unit       | Standard limits |
| <b>Physical and aesthetic determinands</b> |                          |            |                 |
| Colour                                     | Aesthetic                | mg/L Pt-Co | ≤ 15            |
| Conductivity at 25 °C                      | Aesthetic                | mS/m       | ≤ 170           |
| Total dissolved solids                     | Aesthetic                | mg/L       | ≤ 1 200         |
| Turbidity                                  | Operational <sup>a</sup> | NTU        | ≤ 1             |
|                                            | Aesthetic                | NTU        | ≤ 5             |
| pH at 25 °C <sup>b</sup>                   | Operational              | pH units   | ≥ 5 to ≤ 9,7    |

#### Chemical determinands — macro-determinands

|                                               |                |      |       |
|-----------------------------------------------|----------------|------|-------|
| Free chlorine as Cl <sub>2</sub> <sup>d</sup> | Chronic health | mg/L | ≤ 5   |
| Monochloramine <sup>cd</sup>                  | Chronic health | mg/L | ≤ 3   |
| Nitrate as N <sup>ef</sup>                    | Acute health   | mg/L | ≤ 11  |
| Nitrite as N <sup>efg</sup>                   | Acute health   | mg/L | ≤ 0,9 |
| Combined nitrate plus nitrite <sup>efg</sup>  | Acute health   |      | ≤ 1   |
| Sulfate as SO <sub>4</sub> <sup>2-</sup>      | Acute health   | mg/L | ≤ 500 |
|                                               | Aesthetic      | mg/L | ≤ 250 |
| Fluoride as F <sup>-</sup>                    | Chronic health | mg/L | ≤ 1,5 |
| Ammonia as N                                  | Aesthetic      | mg/L | ≤ 1,5 |
| Chloride as Cl <sup>-</sup>                   | Aesthetic      | mg/L | ≤ 300 |
| Sodium as Na                                  | Aesthetic      | mg/L | ≤ 200 |
| Zinc as Zn                                    | Aesthetic      | mg/L | ≤ 5   |

#### Chemical determinands — micro-determinands

|                                          |                |      |         |
|------------------------------------------|----------------|------|---------|
| Antimony as Sb                           | Chronic health | µg/L | ≤ 20    |
| Arsenic as As                            | Chronic health | µg/L | ≤ 10    |
| Barium as Ba                             | Chronic health | µg/L | ≤ 700   |
| Boron as B                               | Chronic health | µg/L | ≤ 2 400 |
| Cadmium as Cd                            | Chronic health | µg/L | ≤ 3     |
| Total chromium as Cr                     | Chronic health | µg/L | ≤ 50    |
| Copper as Cu                             | Chronic health | µg/L | ≤ 2 000 |
| Cyanide (recoverable) as CN <sup>-</sup> | Acute health   | µg/L | ≤ 200   |
| Iron as Fe                               | Chronic health | µg/L | ≤ 2 000 |
|                                          | Aesthetic      | µg/L | ≤ 300   |
| Lead as Pb                               | Chronic health | µg/L | ≤ 10    |
| Manganese as Mn                          | Chronic health | µg/L | ≤ 400   |
|                                          | Aesthetic      | µg/L | ≤ 100   |
| Mercury as Hg                            | Chronic health | µg/L | ≤ 8     |

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**Table 2 (concluded)**

| 1                                                   | 2              | 3    | 4               |
|-----------------------------------------------------|----------------|------|-----------------|
| Determinand                                         | Risk           | Unit | Standard limits |
| Nickel as Ni                                        | Chronic health | µg/L | ≤ 70            |
| Selenium Se                                         | Chronic health | µg/L | ≤ 40            |
| Uranium as U                                        | Chronic health | µg/L | ≤ 30            |
| Aluminium as Al                                     | Operational    | µg/L | ≤ 300           |
| <b>Chemical determinands — organic determinands</b> |                |      |                 |
| Total organic carbon as C                           | Chronic health | mg/L | ≤ 10            |
| Trihalomethanes <sup>h</sup>                        |                |      |                 |
| Chloroform                                          | Chronic health | µg/L | ≤ 300           |
| Bromoform                                           | Chronic health | µg/L | ≤ 100           |
| Dibromochloromethane                                | Chronic health | µg/L | ≤ 100           |
| Bromodichloromethane                                | Chronic health | µg/L | ≤ 60            |
| Combined trihalomethane <sup>h</sup>                | Chronic health |      | ≤ 1             |
| Total microcystin <sup>j</sup>                      | Chronic health | µg/L | ≤ 1             |
| Phenols                                             | Aesthetic      | µg/L | ≤ 10            |

<sup>a</sup> Values in excess of those given in column 4 may negatively impact disinfection.

<sup>b</sup> Low pH values can result in structural problems in the distribution system.

<sup>c</sup> This is equivalent to 4,1 mg Cl as Cl<sub>2</sub>/L as measured by standard DPD colorimetric and ferrous titrimetric methods.

<sup>d</sup> See 4.2.2.

<sup>e</sup> This is equivalent to nitrate at 50 mg NO<sub>3</sub><sup>-</sup>/L and nitrite at 3 mg NO<sub>2</sub><sup>-</sup>/L.

<sup>f</sup> See annex C of SANS 241-2:2014 for an example of the sum of Nitrate plus Nitrite ratio. The sum of the ratios of the concentrations of each (as detected in the sample) to its guideline value should not exceed 1.

<sup>g</sup> Due to the dynamic nature of nitrite-nitrate conversion in distribution networks and the potential health impact on bottle-fed infants, the standard is applicable at the point of consumption.

<sup>h</sup> See annex C of SANS 241-2:2014 for an example of the sum of THM ratio. The sum of the ratios of the concentrations of each to its respective guideline value should not exceed 1.

<sup>j</sup> Microcystin only needs to be measured where an algal bloom (> 20 000 cyanobacteria cells per millilitre) is present in a raw water source. In the absence of algal monitoring, an algal bloom is deemed to occur where the surface water is visibly green in the vicinity of the abstraction, or samples taken have a strong musty odour.

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**APPENDIX C**  
**DELIVERY SPECIFICATIONS**  
**GROOTE SCHUUR HOSPITAL**

- 1 The groundwater supply system is designed to deliver 680 KL/d of treated groundwater and 140 KL/d of untreated water. The untreated water is used for sanitation purposes.
- 2 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 3 Groundwater is to be sourced from the following boreholes:
  - 3a The potable water supply is to be sourced from GSH-08, GSH-12 and GSH13 - to be pumped continuously at rates of 2.3 L/s, 2.2 L/s and 3.4 L/s - to produce a maximum of 680 KL/d.
  - 3b Groundwater used for sanitation is sourced from GSH-05. This borehole is pumped continuously at a rate of 1.6 L/s.
  - 3c GSH-05 is negatively impacted by biofouling, causing the efficiency of the pump to gradually decline. When the pumping rate drops below 1.0 L/s, the borehole is to be cleaned and rehabilitated and the borehole pump cleaned and repaired or replaced. The rising mains will also need to be cleaned or replaced.
- 4 The treated groundwater is to meet the following water quality specifications:
  - 4a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 4b The Fe concentration of the treated water is to remain below 0.3 mg/L.
  - 4c The LSI of the treated groundwater is to remain within a range of -0.5 to +0.5
- 5 The quality of the water is to be defined by the following monitoring:
  - 5a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 5b The EC, pH, Fe and LSI of the treated water is to be measured and reported weekly.
  - 5c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 5d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 5e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 6 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 6a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.

- 6b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:
  - 6b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and
  - 6b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 7 The maximum volume of abstracted groundwater that can go to waste (borehole waste) is 5% in a month. Any volume in excess of this will be charged at the CoCT wastewater charge, currently set at R 31.25 / KL incl. VAT.
- 8 The appointed Service Provider is to:
  - 8a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 8b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 8c Maintain an up-to-date O&M manual on site
  - 8d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 8e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually review the WSP once the results of the SANS 241 analyses are available in February.
- 9 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including GSH-05, GSH-08, GSH-12, GSH-13, WTW and the two Municipal meters (see map).
- 10 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
  - 10a Observation boreholes fitted with Solinst data loggers include GSH-02, GSH-04, GSH-06, GSH-07 and GSH-11.
  - 10b The groundwater data is to be stored on an appropriate database.
  - 10c The groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

Notes:

- N1 Separate rates must be provided for the provision of treated water and groundwater used for sanitation.

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Figure 1: Layout of groundwater supply system at the Groote Schuur Hospital.

|                                                                                                                      |                   |
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**DELIVERY SPECIFICATIONS  
STIKLAND HOSPITAL & SIVUYILE RESIDENTIAL FACILITY**

- 1 The groundwater supply system is capable of producing 160 KL/d of treated groundwater.
- 2 This is a blended solution, with a blend of 70% treated groundwater and 30% municipal water. This groundwater is sourced from borehole SL05 which is to be pumped at no more than 1.7 L/s. Any groundwater from SL02 not required for the potable supply can be used for irrigation.
- 3 Untreated groundwater pumped from borehole SL02 is used for irrigation. SL02 is to be pumped at a maximum rate of 0.5 L/s and pumping should only commence when the 9 irrigation tanks are less than 50% full.
- 4 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 5 The treated groundwater is to meet the following water quality specifications:
  - 5a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 5b The Fe concentration is to remain below 0.3 mg/L.
  - 5c The LSI of the treated groundwater is to remain within a range of -0.5 to +0.5
- 6 The quality of the water is to be defined by the following monitoring:
  - 6a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 6b The EC, Fe and LSI of the treated water is to be measured and reported weekly.
  - 6c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 6d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 6e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 7 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 7a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
  - 7b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:
    - 7b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and

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- 7b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 8 The maximum volume of abstracted groundwater that can go to waste (borehole waste) is 5% in a month. Any volume in excess of this will be charged at the CoCT wastewater charge, currently set at R 31.25 / KL incl. VAT.
- 9 The appointed Service Provider is to:
- 9a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 9b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 9c Maintain an up-to-date O&M manual on site
  - 9d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 9e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually once the results of the SANS 241 analyses are available in February.
- 10 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including SL02, SL05, irrigation tank, WTW, Waste and Municipal.
- 11 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
- 11a The groundwater data is to be stored on an appropriate database.
  - 11b The groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

Notes:

- N1 The main kitchen is supplied directly with municipal water
- N2 Separate rates must be provided for the provision of treated water and groundwater used for irrigation.
- N3 SL01 can also be used for production but has not been equipped as at the time of implementation SL02 and SL05 were assessed to provide enough water to meet the demand of the facility.

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Figure 1: Layout of groundwater supply system at Stikland Hospital.

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**DELIVERY SPECIFICATIONS  
LENTEGEUR HOSPITAL**

- 1 The groundwater supply system was designed to deliver 550 KL/d of treated groundwater.
- 2 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 3 Groundwater is to be sourced from the following boreholes:
  - 3a The potable water supply is to be sourced from LH01 and BH8 - both to be pumped continuously at a rate of 3.35 L/s - to produce a maximum of 580 KL/d of untreated groundwater.
  - 3b Borehole LH02 is to be used as a standby borehole and can be used in the event of one of the production boreholes failing. This borehole is to be pumped continuously for at least 2 hrs every month to ensure that it remains operational.
- 4 The treated groundwater is to meet the following water quality specifications:
  - 4a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 4b The Total Hardness of the treated groundwater water is to remain below 120 mg/L.
  - 4c The LSI of the treated groundwater is to remain within a range of -0.5 to +0.25
- 5 The quality of the water is to be defined by the following monitoring:
  - 5a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 5b The EC, pH, Fe and LSI of the treated water is to be measured and reported weekly.
  - 5c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 5d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 5e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 6 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 6a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
  - 6b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:
    - 6b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and

|                                                                                                                      |                   |
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- 6b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 7 The maximum volume of abstracted groundwater that can go to waste (borehole waste) is 5% in a month. Any volume in excess of this will be charged at the CoCT wastewater charge, currently set at R 31.25 / KL incl. VAT.
- 8 The appointed Service Provider is to:
- 8a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 8b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 8c Maintain an up-to-date O&M manual on site
  - 8d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 8e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually review the WSP once the results of the SANS 241 analyses are available in February.
- 9 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including LH01, LH02 and BH08 and at the WTW, the scour meter and the three municipal meters (see map).
- 10 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
- 10a the groundwater data is to be stored on an appropriate database.
  - 10b the groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

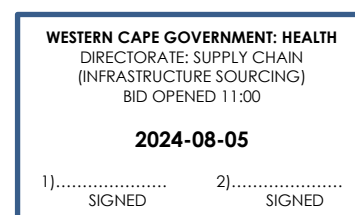




Figure 1: Layout of groundwater supply system at Lentegeur Hospital.

|                                                                                                                      |                   |
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**DELIVERY SPECIFICATIONS  
BEAUFORT WEST HOSPITAL**

- 1 The groundwater supply system is designed to deliver 35 KL/d of treated groundwater.
- 2 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 3 Groundwater is to be sourced from the following boreholes:
  - 3a The potable water supply is to be sourced from BWG-BH3. When used, this borehole should be pumped continuously to meet the demand of the facility. See note N1.
- 4 The treated groundwater is to meet the following water quality specifications:
  - 4a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 4b The Total Hardness of the treated groundwater is to remain below 120 mg/L.
  - 4c The LSI of the treated groundwater is to remain within a range of -0.5 to +0.25
- 5 The quality of the water is to be defined by the following monitoring:
  - 5a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 5b The EC, pH, Total Hardness and LSI of the treated water is to be measured and reported weekly.
  - 5c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 5d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 5e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 6 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 6a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
  - 6b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:
    - 6b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and
    - 6b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 7 The maximum volume of abstracted groundwater that can go to waste (borehole waste) is 5% in a month. Any volume in excess of this will be charged at the applicable municipal wastewater charge.

|                                                                                                                      |                   |
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- 8 The appointed Service Provider is to:
- 8a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 8b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 8c Maintain an up-to-date O&M manual on site
  - 8d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 8e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually review the WSP once the results of the SANS 241 analyses are available in February.
- 9 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including BWH-BH1, BWH-BH2 and BWH-BH3, WTW and the municipal meter.
- 10 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
- 10a Observation boreholes fitted with Solinst data loggers include BWH-BH1, BWH-BH2 (currently not equipped) and BWH-BH3.
  - 10b The groundwater data is to be stored on an appropriate database.
  - 10c The groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

Notes:

- N1 BWH-BH3 is currently pumped at 2.0 L/s, potentially producing 173 KL/d. This is far in excess of the demand of the facility. This borehole is also used to fill the cement reservoir used for irrigation purposes.
- N2 BWH-BH1 and BWH-BH2 are used by the facility for irrigation purposes.

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| <b>2024-08-05</b>                                                                                                    |                   |
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**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
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**2024-08-05**

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## DELIVERY SPECIFICATIONS CALEDON HOSPITAL

- 1 The groundwater supply system is designed to deliver 45.5 KL/d of treated groundwater. On average the system has produced 52 KL/d, with the shortfall of 10 KL/d being sourced from the municipal supply.
- 2 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 3 Groundwater is to be sourced from the following boreholes:
  - 3a The potable water supply is to be sourced from CH-BH1 and CH-BH5. These boreholes are not to be pumped simultaneously, but rather in a 2 week duty-standby rotation.
  - 3b When pumped, the boreholes are to be pumped continuously at 1.0 L/s. The system is designed such that the raw groundwater is discharged to sewer if the raw water tank is full.
  - 3c Both boreholes are negatively impacted by biofouling, causing the efficiency of the pump to gradually decline. When the pumping rate drops below 0.5 L/s, the boreholes are to be cleaned and rehabilitated and the borehole pumps cleaned and repaired or replaced. The rising mains will also need to be cleaned or replaced.
- 4 The treated groundwater is to meet the following water quality specifications:
  - 4a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 4b The Fe concentration of the treated water is to remain below 0.3 mg/L.
  - 4c The LSI of the treated groundwater is to remain within a range of -0.5 to +0.5
- 5 The quality of the water is to be defined by the following monitoring:
  - 5a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 5b The EC, pH, Fe and LSI of the treated water is to be measured and reported weekly.
  - 5c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 5d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 5e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 6 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 6a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.

- 6b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:
- 6b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and
  - 6b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 7 The appointed Service Provider is to:
- 7a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 7b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 7c Maintain an up-to-date O&M manual on site
  - 7d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 7e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually review the WSP once the results of the SANS 241 analyses are available in February.
- 8 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including CH-BH1, CH-BH5, WTW, Hospital meter and the municipal meter.
- 9 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
- 9a The groundwater data is to be stored on an appropriate database.
  - 9b The groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

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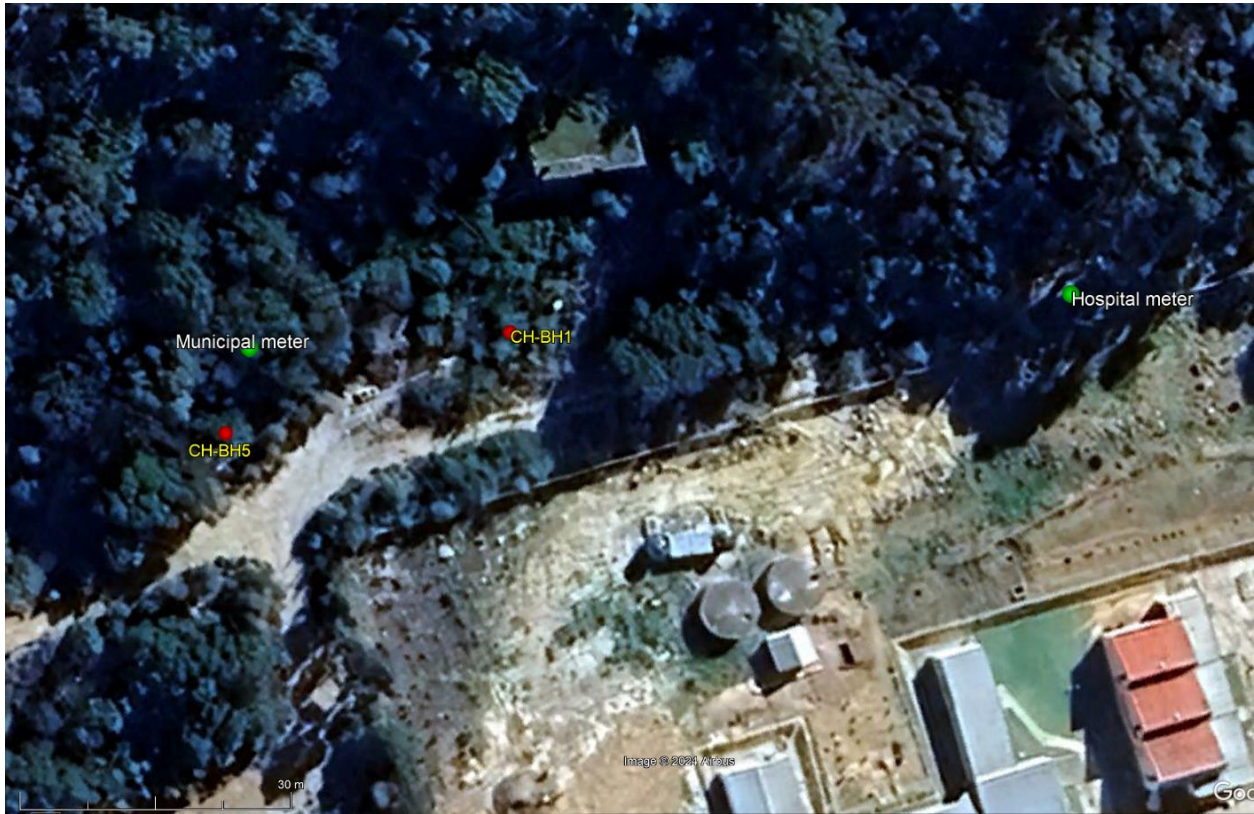


Figure 1: Layout of groundwater supply system at Caledon Hospital.

WESTERN CAPE GOVERNMENT: HEALTH  
 DIRECTORATE: SUPPLY CHAIN  
 (INFRASTRUCTURE SOURCING)  
 BID OPENED 11:00

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## **DELIVERY SPECIFICATIONS KNYSNA HOSPITAL**

- 1 The groundwater supply system is designed to deliver 69 KL/d of treated groundwater. Water usage at the hospital currently amounts to about 35 KL/d, all supplied from the groundwater supply system.
- 2 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 3 Groundwater is to be sourced from the following boreholes:
  - 3a The potable water supply is to be sourced from KHBH 02.
  - 3b To combat iron biofouling, the borehole is pumped continuously using two different pumping rates. When the treated water tank level is low, then the borehole is pumped at 0.9 L/s but when the storage level rises above 75% of capacity the pumping rate is reduced to 0.36 L/s.
  - 3c When the borehole pump cannot pump at these rates, the borehole is to be cleaned and rehabilitated and the borehole pumps cleaned and repaired or replaced. The rising mains will also need to be cleaned or replaced.
- 4 The treated groundwater is to meet the following water quality specifications:
  - 4a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 4b The Fe concentration of the treated water is to remain below 0.3 mg/L.
  - 4c The LSI of the treated groundwater is to remain within a range of -0.5 to +0.5
- 5 The quality of the water is to be defined by the following monitoring:
  - 5a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 5b The EC, pH, Fe and LSI of the treated water is to be measured and reported weekly.
  - 5c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 5d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 5e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 6 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 6a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
  - 6b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:

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| <b>2024-08-05</b>                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

- 6b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and
  - 6b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 7 The appointed Service Provider is to:
- 7a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 7b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 7c Maintain an up-to-date O&M manual on site
  - 7d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 7e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually review the WSP once the results of the SANS 241 analyses are available in February.
- 8 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including KHBH 02, WTW and the municipal meter.
- 9 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
- 9a The groundwater data is to be stored on an appropriate database.
  - 9b The groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

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Figure 1: Location of the boreholes at the Knysna Hospital.

WESTERN CAPE GOVERNMENT: HEALTH

DIRECTORATE: SUPPLY CHAIN

(INFRASTRUCTURE SOURCING)

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**DELIVERY SPECIFICATIONS  
PAARL HOSPITAL**

- 1 The groundwater supply system was designed to deliver 185 KL/d of treated groundwater. On average, the groundwater system has produced 125 KL/d of treated groundwater while the hospitals water demand has amounted to 210 KL/d. This is a top up system i.e. supplied with municipal water when demand exceeds the capacity of the groundwater supply system and / or when impacted by loadshedding.
- 2 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 3 Groundwater is to be sourced from the following boreholes:
  - 3a The potable water supply is to be sourced from PH-BH3 and PH-BH4 - each to be pumped continuously at 2.2 - to produce a maximum of 190 KL/d.
  - 3b The boreholes are not to be pump simultaneously but rather in a 2 week duty - standby rotation.
- 4 The treated groundwater is to meet the following water quality specifications:
  - 4a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 4b The LSI of the treated groundwater is to remain within a range of -0.5 to +0.5
- 5 The quality of the water is to be defined by the following monitoring:
  - 5a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 5b The EC, pH and LSI of the treated water is to be measured and reported weekly.
  - 5c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 5d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 5e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 6 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 6a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
  - 6b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:
    - 6b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and

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- 6b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 7 The maximum volume of abstracted groundwater that can go to waste (borehole waste) is 5% in a month. Any volume in excess of this will be charged at the applicable municipal wastewater charge.
- 8 The appointed Service Provider is to:
- 8a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 8b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 8c Maintain an up-to-date O&M manual on site
  - 8d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 8e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually review the WSP once the results of the SANS 241 analyses are available in February.
- 9 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including PH-BH3, PH-BH4, the WTW and the three municipal water meters.
- 10 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
- 10a Observation borehole PH-BH2 is also fitted with Solinst data logger.
  - 10b The groundwater data is to be stored on an appropriate database.
  - 10c The groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

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Figure 1: Layout of the groundwater supply system at the Paarl Hospital.

WESTERN CAPE GOVERNMENT: HEALTH

DIRECTORATE: SUPPLY CHAIN

(INFRASTRUCTURE SOURCING)

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## **DELIVERY SPECIFICATIONS VICTORIA HOSPITAL**

- 1 The groundwater supply system was designed to deliver 97 KL/d of treated groundwater, but has on average produced 65 KL/d. Water usage by the hospital amounts to 105 KL/d. This is a top up system i.e. supplied with municipal water when demand exceeds the supply of the groundwater supply system and / or when impacted by loadshedding.
- 2 The groundwater is to be used in a sustainable manner, employing a pumping regime not detrimental to the aquifer, boreholes or infrastructure. This means that the borehole is to be pumped continuously, only being switched off once or twice a day when absolutely necessary.
- 3 Groundwater is to be sourced from the following boreholes:
  - 3a The potable water supply is to be sourced from VCH-01 and VCH-02 - each to be pumped simultaneously at 0.5 L/s and for 20 hrs/d - to produce a maximum of 72 KL/d.
- 4 The treated groundwater is to meet the following water quality specifications:
  - 4a The treated groundwater is to be SANS 241 compliant - as per SANS 241-1: 2015 and SANS241-2: 2015 or as updated from time to time.
  - 4b The LSI of the treated groundwater is to remain within a range of -0.5 to +0.5
- 5 The quality of the water is to be defined by the following monitoring:
  - 5a Any water quality monitoring that is a legal requirement is to be undertaken by the Service Provider.
  - 5b The EC, pH and LSI of the treated water is to be measured and reported weekly.
  - 5c SANS 241 compliance of the treated and distributed water is to be measured monthly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and any other parameter that may pose a risk to the safety of the water.
  - 5d The quality of the raw groundwater from all production boreholes is to be tested quarterly. This is to include microbiological determinands (E.coli., Total coliforms and Heterotrophic plate count), physical determinands, macro-determinands and Fe and Mn.
  - 5e Full SANS 241 compliance of the treated groundwater and the distributed water is to be determined in February each year.
- 6 In the event of the WTW sample not being compliant, the following protocols are to be followed:
  - 6a Where the specification of any parameter which poses an acute health risk is exceeded, the groundwater supply system will immediately be switched off until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
  - 6b In the case of parameters that do not pose an acute health risk, a 15% tolerance is allowed on the understanding that:
    - 6b1 the Service Provider will immediately implement measures to get the treated groundwater quality within specification; and

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- 6b2 if the parameter exceeds the 15% tolerance, the Service Provider will immediately switch off the groundwater supply system until such time that the Service Provider can demonstrate that the treated groundwater is within specification.
- 7 The maximum volume of abstracted groundwater that can go to waste (borehole waste) is 5% in a month. Any volume in excess of this will be charged at the CoCT wastewater charge, currently set at R 31.25 / KL incl. VAT.
- 8 The appointed Service Provider is to:
- 8a Provide a Site Access certificate on the effective date of handover, with both parties signing the certificate within 14 days thereof.
  - 8b Following the installation of any upgrades, within 30 days thereof the Service Provider shall provide the Department with a Plant Upgrade Certificate and update the O&M manual and WSP.
  - 8c Maintain an up-to-date O&M manual on site
  - 8d Meet all requirements of the WUL, including the requisite reporting to DWS
  - 8e Meet all requirements of the WSI, including the submission of monthly compliance reports, attend to any incidents as directed and review and update the WSP when required, but at least annually review the WSP once the results of the SANS 241 analyses are available in February.
- 9 The Service Provider is to record flow meter volumes and borehole pumping rates at least once each month, including VCH-01, VCH-02, the WTW and the two municipal water meters.
- 10 The Service Provide is to measure the groundwater level in all boreholes at the facility and download the data from the Solinst data loggers (where fitted) at least every quarter:
- 10a The groundwater data is to be stored on an appropriate database.
  - 10b The groundwater level and pumping rate data is to be reviewed by a qualified hydrogeologists who is to assess the acceptability of the pumping regime and the sustainability of the groundwater abstraction.

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Figure 1: Location of the production boreholes at Victoria Hospital.

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
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**DELIVERY SPECIFICATIONS  
TYGERBERG HOSPITAL**

1. Refer to drawing no. 18003/C/01 for borehole general layout.
2. The Tygerberg Hospital facility currently has an existing water supply contract which may be extended to accommodate the comprehensive assessment and proposed adjustment to the current system.
3. The adjustment will be considered in this contract and will be initiated based on the instruction of the Employers Representative.

PLEASE SEE ANNEXURE 1 - 18003-C-01 TYGERBERG LAYOUT

|                                                                                                                      |                   |
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| <b>2024-08-05</b>                                                                                                    |                   |
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**Appendix D:**  
**Boreholes Waste Excess and Charge Calculation Example**

|                                            |      | Example 1<br>NO BOREHOLE | WITH<br>BOREHOLE |                        |
|--------------------------------------------|------|--------------------------|------------------|------------------------|
|                                            |      | EXCESS WASTE             | EXCESS WASTE     |                        |
| Borehole water pumped for the month        | kl   | 15200                    | 15200            | (a)                    |
| Treated Water delivered for the month      | kl   | 13100                    | 12000            | (b)                    |
| Borehole Waste                             | kl   | 2100                     | 3200             | (a) - (b) = (c)        |
| % Borehole Waste                           | %    | 13.82%                   | 21.05%           | (c) / (a)              |
| Borehole Waste Excess                      | kl   |                          | 2440             | (c) - ((a) * 5%) = (d) |
| Contractor Tariff, including VAT           | R/kl | R20.24                   | R20.24           | (e)                    |
| Borehole Waste Rate, incl VAT              | R/kl | R31.25                   | R31.25           | (f)                    |
| Therefore Contractor Invoice for the month | R    | R265,144.00              | R242,880.00      | (e) * (b) = (g)        |
| Less Borehole Waste Charge                 | R    | R0.00                    | R76,250.00       | (f) * (d) = (h)        |
| Nett Contractor Invoice for the month      | R    | R265,144.00              | R166,630.00      | (g) - (h)              |

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**BID - Part 3**  
**SCOPE: INSTRUCTIONS**

**1. OVERVIEW**

- 1.1. The Department wishes to acquire a Contractor that will be responsible for the servicing, maintenance and repairs of all ground water supply systems including boreholes, plumbing, pumps, tanks, filters, equipment and plant which exist, and which is/are installed at the site for a period of three (3) years at Provincial Buildings in the Western Cape.
- 1.2. The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works in this contract. The appointed Contractor will be expected to make use of suitably qualified personnel, recognised/approved by the respective manufacturers of the installed equipment to perform the servicing and repairs thereof.
- 1.3. The Contractor will be fully responsible for meeting all requirements to carry-out the services. In addition, all services will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and/or maintenance standards and procedures stipulated in the Scope, as well as any applicable governing law and/ or regulations.
- 1.4. The appointed Contractor would be expected to make use of suitable qualified personnel to perform the servicing and repairs to the ground water supply systems including boreholes, plumbing, pumps, tanks, filters, equipment and plant.
- 1.5. During the existence of this contract the Department may add new buildings / systems or omit those not in use any longer.
- 1.6. The official working hours are from 07:30 until 16:00 and will be strictly adhered to.
- 1.7. The Contractor will be required to replace faulty equipment and components when approved by Department as well as carry out new installations of equipment when instructed by the Department.

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| <b>2024-08-05</b>                                                                                                    |                   |
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## 2. START-UP MANAGEMENT AND LABOUR FORCE

- 2.1. The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.
- 2.2. The Contractor shall keep a competent site representative/s to administer and control the service continuously on site during the execution of the service.
- 2.3. The Contractor shall ensure that all maintenance staff are issued with easy identifiable uniforms and identification cards that will comply with the minimum requirement as agreed with the Department's representative from time to time.
- 2.4. The Contractor informs the Department of the name/s of the site representative/s, and any instruction given to the site representative/s by the Department is deemed to be given to the Contractor.
- 2.5. The appointed Contractor will have to provide the following staff/Personnel which will be responsible for the servicing, maintenance and repairs of all ground water supply systems including boreholes, plumbing, pumps, tanks, filters, equipment and plant which exist, and which is/are installed at the site for a period of three (3) years at Provincial Buildings in the Western Cape.

### Ground Water System – Servicing and Repair Team

|                                     |   |
|-------------------------------------|---|
| ECSA registered professional person | 1 |
| General Workers                     | 1 |

#### 2.5.1. Qualified ECSA registered professional person must have:

- All recognized qualification papers pertaining to the above is a requirement.
- Gained a fair amount of knowledge on boreholes and water supply. (Minimum 5 years after qualifying)
- Extensive knowledge on various boreholes, plumbing, pumps, tanks, filters, equipment and plant.
- They must be computer literate.
- They must be available for the 3 years of this contract. This also include after hours if required as stated above. When they go on annual leave, an approved supplement/relief technician must takes their place and the Contractor informs the Department of the name/s of the replacement/supplement site representative 2 weeks in advance.
- The technician must be equipped with a cellular phone that shall remain on at all times.

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| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |                   |
| <b>2024-08-05</b>                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

### 2.5.2. General Workers:

- They shall have background knowledge in the wet services / plumbing field for at least twenty-four (24) months, prior to being employed for this contract.
- The minimum educational qualification for these positions is not applicable.

The duties of the above-mentioned types of staff members are summarized (but not limited to) are indicated in the table below:

| Table for the duties of each of the required Personnel for the above service |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Responsibility                      |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1                                                                            | <p>Fault finding which will include servicing, maintenance and repairs of all ground water supply systems including boreholes, plumbing, pumps, tanks, filters, equipment and plant which exist, and which is/are installed at the site for a period of three (3) years at Provincial Buildings in the Western Cape. Manage and supervise the staff and sub-Contractors at various work sites and assess independently installations, maintenance requirements, repair as required and follow up completed jobs.</p> <p>Signing off the work done by staff and sub-Contractors. All measurements &amp; testing.</p> <p>Testing of equipment, recording, investigation and repair all faults reported.</p> <p>Maintaining strict control of repairing and maintenance costs, spares parts, timing, and tools. Replace faulty equipment with new when instructed by Department.</p> <p>Repairs and replacement of various types of pumps, valves and piping used in the ground water supply systems.</p> <p>Any other mechanical repair that may become necessary and for which the technician is to be sufficiently conversant with.</p> <p>Compiling comprehensive reports, Quotations, Monthly claim forms, writing up of all logbooks etc.</p> <p>Must attend to Department meetings when invited.</p> | Water supply / Borehole technicians |
| 2                                                                            | <p>Cleaning of all parts, filters, plant rooms, courtyard, painting of plant rooms, and painting of equipment.</p> <p>Checking on water leaks, vacuuming up water leaks and general work not falling into the category of specialized work etc.</p> <p>Perform all general unqualified duties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | General worker                      |

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## 2.6. Response Time to call-outs

2.6.1. NB With regards to call-outs the initial response time must be WITHIN 24 HOURS for inspecting the faulty equipment on site. Alternatively visit the initiator of the request or complaint or making voice contact by telephone.

2.6.2. Where the Department deems that the response is inadequate, payment will be withheld pending resolution.

## 2.7. Tools and equipment

2.7.1. The Contractor will be responsible for holding all tools and / or special equipment that might be required for the execution of the works on their premises in order to comply with the response time requirements of this contract.

2.7.2. The Contractor will ensure that he/she is in possession of all testing equipment necessary for the successful execution of this contract.

2.7.3. Should any tests be required related to any service, it will be done by means of instrumentation recognized and approved by the manufacturer of the equipment or approved by the Department. No other results will be accepted.

2.7.4. Health and safety gears and equipment for the staff.

2.7.5. All staff must wear the company uniform displaying the company Logo. All staff must have Identification tags to display the company name, personnel name and photo.

2.7.6. All required equipment to enable the Contractor to work on heights and at times the safety of the equipment may be required to be inspected and approved by Safety Officer.

## 2.8. Communication

2.8.1. The communication in this contract will be via e-mails, meetings and telephone. All communication to be directed to the Department representative in-charge of the contract.

2.8.2. All instructions and approvals of cost are to be in writing.

## 3. ACCOUNTS AND RECORDS

### 3.1. The Contractor's invoices

3.1.1. The Contractor submits an original tax invoice satisfying the requirements of the Scope on the 25th of every month, where applicable.

3.1.2. Where the Contractor does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the Contractor should have submitted the tax invoices to the date that the tax invoices are submitted.

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3.1.3. Invoices must be submitted on monthly basis. In the event of claims not being submitted within 3 months of the date of rendering the Service, the Department shall have the right to refuse payment of such claims.

3.2. All invoices must have the following information:

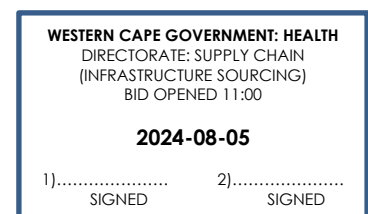
- 3.2.1 Contains the words "Tax Invoice", "VAT Invoice" or "Invoice"
- 3.2.2 Name, address and VAT registration number of the Contractor
- 3.2.3 Name, address of the Department
- 3.2.4 Invoice number
- 3.2.5 Date of issue of invoice
- 3.2.6 The name and address of the building or precinct
- 3.2.7 The Bid number/project number/call out reference number or Instruction

3.2.8. Six columns for:

- Reference: The number as per the Price List
- Description: As per the Price List or an accurate description of parts or sub-Contractors
- Unit: The unit of measurement for each item claimed as defined in the Scope of this document.  
Quantity: The number of units of work for each item claimed.
- Rate: The rate as calculated for materials, parts, equipment, or sub-Contractors in terms of the Conditions of Contract and Special Conditions per unit of measurement.

3.2.9. Price: The product of the quantity and the rate for an item

- The total sum excluding VAT
- The amount of tax charged
- Total sum of the invoice(s) submitted



3.3. Instructions/Call Outs

The monthly invoice must include the following:

- 3.3.1. The Invoices for Instructions/Call Outs to be submitted as per the site.
- 3.3.2. The email trail of the callout up to the approval of the quotation. The invoice will clearly list the name of the site & equipment where the work has been carried out.
- 3.3.3. Parts or Equipment used in repairs or new installations approved by the Department representative.
- 3.3.4. The 'Confirmation of Completion of Service' endorsed by the Department representative/ the Departments agreed occupant at each facility.

- 3.3.5. The Department's representative or the occupant on site complete all his details including the contact numbers. If this information is not attached, the Department reserves the right not to pay the invoice.
- 3.3.6. The hours for time in and out must be confirmed and signed for by the Department's representative or the occupant on site who initiated the call. The Department reserve the right not to pay the invoice if the form does not have the required information.
- 3.3.7. The fee percentage in terms of the Contract Data shall be clearly shown on invoices claiming for materials, parts and equipment.
- 3.3.8. All the original invoices (plus one copy) from supplier(s) for the materials, parts and equipment used during the repair shall accompany all claims. The invoice must be from the manufacturer or their official agent.
- 3.3.9. If the information above is not attached to the invoice, the Invoice will not be processed for payments.
- 3.4. The Contractor must take special note of the following
- 3.4.1. Prior to any purchase taking place, the Department must approve all purchases for materials, parts and equipment, etc.
- 3.4.2. Estimates must be submitted for prior approval, but invoices must be based on actual costs as shown on invoices from the manufacturer or their official agent.
- 3.4.3. Should approval not be obtained prior to the purchase taking place, such purchases will not be taken into consideration for payment.
- 3.4.4. Invoiced amounts higher than those approved may be rejected at the discretion of the Department.
- 3.4.5. Quotations approved are regarded only as an estimate of the cost. Final payment depends on actual invoice submitted from the manufacturer or their official agent.
- 3.4.6. No additional work outside the Scope of Work is to be carried out without prior authorization by Department. The same rule applies to overtime work.
- 3.4.7. No advance payment will be permitted.
- 3.4.8. No faxed copies/photostat copies of any original invoice will be accepted as proof of any work that may have been rendered or of any materials, parts and equipment purchased. The Contractor will be fully responsible for meeting all requirements in this document regarding the works.
- 3.4.9. All work will be carried to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations.

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3.4.10. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

3.5. Repairs, Replacement of Components/Parts and New Installation for Instructions,

3.5.1. The Contractor may be requested to submit quotations for repairs/replacement of parts/ new installations.

3.5.2. New installations can be added as part of this Contract if and when required by the Department.

3.5.3. The Department reserves the right to award this type of work to any other party.

3.5.4. Work of this nature must be quoted on, and will be paid, using the fixed fee of 10% for equipment as stated in the Contract Data.

3.5.5. Quotations must be submitted for prior approval.

3.5.6. When replacing worn or damaged component or part, the exact same component or part, where possible, shall be obtained from the original manufacturer.



#### 4. GENERAL

4.1 Regulations to be complied with:

4.1.1. The Occupational Health and Safety Act, Act 85 of 1993, and Regulation and any amendments thereto.

4.1.2. All local Municipal by-laws including National and international Regulations Pertaining water supply and borehole equipment, plants, installations and operation.

4.1.3. The local Fire Regulations.

4.1.4. The code of practice for the wiring of premises as issued by the South African Bureau of Standards, as amended SABS 0142.

4.1.5. In the event of a discrepancy between any of the specifications, regulations and the code of practice, the SABS 0142 code of practice shall receive preference.

4.1.6. The Standard Regulations of any Government Department or public service company where applicable.

4.1.7. Water Supply and Drainage for Buildings – SANS 10252-1

4.2. Existing facilities to remain fully operational:

4.2.1. The work for this contract will be executed within the various Provincial Buildings, and all other institutions. It is essential that all staff members are security cleared.

- 4.2.2. The work is to be executed at existing facilities that need to remain fully operational, as far as practically possible. Prior arrangements may be required to be made with the Department representative in charge of the contract to inform the Department of the visit of the Contractor to perform the required service.
- 4.2.3. It is a requirement that companies, and employees obtain and maintain security clearance for the duration of the contract.
- 4.2.4. All staff must wear the company uniform displaying the company Logo. All staff must have Identification tags to display the company name, personnel name and photo.
- 4.2.5. The Contractor will strictly control all its staff that is deployed on site.

### **4.3. Human Resources**

- 4.3.1. The Contractor to always have a competent site representative to administer and control the service continuously in the Sites during the execution of the service.
- 4.3.2. The Contractor shall ensure that all maintenance staff are issued with easy identifiable uniforms and identification cards that will comply with the minimum requirement as agreed with the Department's representative from time to time.
- 4.3.3. The site representative shall be confined to the immediate area of operation.
- 4.3.4. The Contractor informs the Department of the name/s of the site representative/'s, and any instruction given to the site representative/'s by the Department is deemed to be given to the Contractor.
- 4.3.5. The following minimum standards shall apply to resourcing:
- Regarding a first line response to any stoppage to the systems. Taking into account current access control infrastructure and security arrangements and taking into account the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff in order to meet or exceed the Service Level Agreement.
  - The Contractor shall have at least one senior person on site who:
  - Is suitably qualified and experienced to resolve breakdowns and system stoppages of any nature.
  - Is suitable to successfully interact with the Department's representative or Department.
  - Is of a level of seniority to successfully direct and manage Contractor, staff and possible sub-contractor during system breakdowns and able to successfully interact with Department's representative operational staff and management.
- 4.3.6. As part of this duties the Contractor:

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- Shall ensure that other faults/ Issues outside the scope of this contract but impacting on operations are expedited with the relevant persons.
- Shall submit reports to the Department's representative regarding the cause and resolution of faults within 96 hours of each eventuality.
- Shall within reason, remain up to date with changing operational requirements of the Department must be always accommodative during the contract and build professional work relationships with all relevant parties.

#### 4.4. Service Level Table

4.4.1. The Contractor is required to react in strict compliance to the service levels set out in the Service Level Table. Please note that the low service damages listed in the Service Level Table are separate from, and in addition to, the stated delay damages for late Task Completion.

| Item No | Item                                                                                       | Service Level                               | Low service damages |
|---------|--------------------------------------------------------------------------------------------|---------------------------------------------|---------------------|
| 1       | Reply to emergency callout Instruction: Cape Town Metro up to 100km round trip             | 24 hours                                    | R300.00 per hour    |
| 2       | Notification to the Department to conduct inspection and certification of completed work   | 1 day, including weekends & public holidays | R300.00 per day     |
| 3       | Starting of operations after instruction issued via Instruction received – non-emergencies | 1 week                                      | R500.00 per day     |

#### 4.5. Health and safety requirements and procedures

4.5.1. NO SMOKING is permitted in the Work Area.

4.5.2. The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Department's representative.

4.5.3. The Safety File for all works must be handed to the Department's representative at least 10 days prior to doing any work.

4.5.4. Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place.

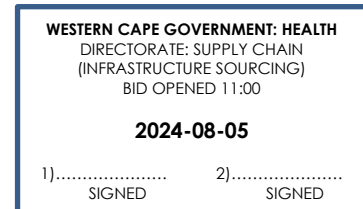
- 4.5.5. The Contractor 's Workmen's Compensation fees must be up to date. A copy of the Contractor 's WCA registration shall be produced on request
- 4.5.6. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, landowners and/or members of the public may institute against the Contractor.
- 4.5.7. Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by the Department's representative and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.
- 4.5.8. Safety equipment shall be used where applicable (e.g., safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- 4.5.9. All Contractor must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held.
- 4.5.10. Emergency / fire equipment and extinguishers shall not be obstructed at any time.
- 4.5.11. No person shall perform an unsafe / unhygienic act or operation whilst on Department s premises.
- 4.5.12. No unsafe/dangerous equipment or tools may be brought onto or used on Department's premises. The Department's representative has the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Department and without affecting the terms of the Contract in any way.
- 4.5.13. The Department reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
- 4.5.14. The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- 4.5.15. At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

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4.5.16. The Contractor is required to issue all staff with standard uniform that is to be approved by the Department's representative. This shall as a minimum include safety shoes, overalls (clearly marked with Contractor 's company logo) and numbered reflective jackets. All costs relating to uniforms shall be for the Contractor s account.

4.6. The following is the installed equipment to be repaired by the appointed Contractor.

- Boreholes
- Pumps
- Pipe work
- Water Treatment Plant (Chemical):
- Water Treatment Plant – (Non-Chemical):
- Electrical Components - Control Panels and Associated Switchgear (As Applicable)
- Variable Speed Controllers/ Frequency Converters
- Controls (Electronic) all mechanical controls where applicable such as actuators, water valves.



4.7. Constraints on Providing the Service

4.7.1. The work is to be executed at existing facilities that need to remain fully operational, as far as practically possible. Prior arrangements may be required to be made with Chief Department representative in charge of the contract to inform the Department of the visit of the Contractor to perform the required service.

4.7.2. The works are to be executed subject to the following constraints, the details of which will be issued as part of a Work Order quotation enquiry document:

- Department's Site access control, permits, Site regulations and security control.
- People restrictions on Site, hours of work, conduct and records
- Health & Safety on Site including measures against disease and epidemics. First Aid facilities and emergency arrangements.
- Title to materials from demolition and excavation
- Liaison with and acceptance from statutory authorities and/or landowners.
- Sites including sharing thereof by other Contractors and Others
- Site services and facilities: power, water, waste disposal, telecoms, ablutions, fire protection, lighting.
- Advertising, notice boards, photography and progress photographs.

- Offices, office equipment and laboratories.
- Vehicles.
- Restrictions to Site access, roads, walkways and barricades.
- Existing premises, adjoining properties and checking the work of Others.
- Control of noise, dust, water and waste.
- Sequences of construction or installation, samples and mock-ups.
- Giving notice of work to be covered up.
- Hook ups to existing works.

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| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

#### 4.7.3. Security of Personnel:

- This contract will be executed within the various Provincial Buildings, and all other institutions. It is essential that all staff members are security cleared.
- It is a requirement that companies, and employees obtain and maintain security clearance for the duration of the contract.
- Any costs related to this security classification will be borne by the Contractor at no additional cost to the Department.
- All staff must wear the company uniform displaying the company Logo. All staff must have Identification tags to display the company name, personnel name and photo.
- The Contractor will strictly control all its staff that is deployed on site. The Contractor is to strictly control all its working activities on-site

#### 4.7.4. Services and other things provided by the Department:

- The Department will not be providing any services, and the Contractor shall make his own arrangements for water services, ablution facilities, personnel housing etc. that may be required by him during the execution of the works.
- The Contractor shall be responsible for all phone line/cell phone usage charges and the accounts.

## PROVINCIAL GOVERNEMENT 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), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices- (SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 – SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, 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. 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).

#### 3. Definitions

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

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

**“business interest”** means -

- a) a right or entitlement to share in profits, revenue, or assets of amenity;
- 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;

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

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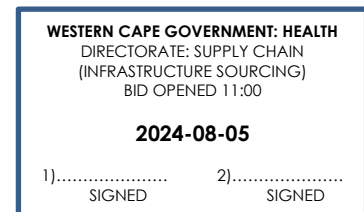
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Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

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



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

“employee”, in relation to –

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

“entity” means any –

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

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

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

**"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.

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

- (a) Therefore, by 31 January 2017 all employees who 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.

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| 1).....                                                                                                              | 2)..... |
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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.*

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5. 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
6. 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; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious 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 with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below. |                                               |      |

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|                                                                                                                      |         |
|----------------------------------------------------------------------------------------------------------------------|---------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |         |
| <b>2024-08-05</b>                                                                                                    |         |
| 1).....                                                                                                              | 2)..... |
| SIGNED                                                                                                               | SIGNED  |

TABLE A

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

## 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.

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

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**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

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

**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/<br>ENTITY OF<br>EMPLOYMENT | DESIGNATION/<br>RELATIONSHIP TO<br>BIDDER** | INSTITUTION<br>EMPLOYEE NO./<br>PERSAL NO.<br>(Indicate if not<br>known) |
|-----------------------|-----------------|----------------------------------------|---------------------------------------------|--------------------------------------------------------------------------|
|                       |                 |                                        |                                             |                                                                          |
|                       |                 |                                        |                                             |                                                                          |
|                       |                 |                                        |                                             |                                                                          |
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|                       |                 |                                        |                                             |                                                                          |

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

**2024-08-05**

1).....  
SIGNED

2).....  
SIGNED

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**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.

|            |                                                                                                                |    |     |
|------------|----------------------------------------------------------------------------------------------------------------|----|-----|
| <b>C1.</b> | Did the entity conduct business with an organ of state in the last twelve months?<br>(If yes complete Table C) | NO | YES |
|------------|----------------------------------------------------------------------------------------------------------------|----|-----|

**C2. TABLE C**

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

| NAME OF CONTRACTOR | PROVINCIAL<br>DEPARTMENT OR<br>PROVINCIAL<br>ENTITY                                                                                                                                                                                                                                                                                                                                                                                                                                            | TYPE OF SERVICES<br>OR COMMODITY | CONTRACT/<br>ORDER NUMBER | PERIOD OF<br>CONTRACT | VALUE OF<br>CONTRACT |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|-----------------------|----------------------|
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                           |                       |                      |
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                           |                       |                      |
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                           |                       |                      |
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                           |                       |                      |
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                           |                       |                      |
| <b>C3.</b>         | 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               |
| <b>C4.</b>         | 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)?<br><br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.) |                                  |                           |                       | NO YES               |
| <b>C5.</b>         | 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              |
| <b>C6.</b>         | 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                  |
| <b>C7.</b>         | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                                                                                                              |                                  |                           | NO                    | YES                  |

**WESTERN CAPE GOVERNMENT: HEALTH**  
 DIRECTORATE: SUPPLY CHAIN  
 (INFRASTRUCTURE SOURCING)  
 BID OPENED 11:00

**2024-08-05**

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

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**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

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

I, hereby swear/affirm;

(i) that the information disclosed above is true and accurate;

(ii) that I understand the content of the document;

(iii) 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, specifications and conditions or delivery particulars of the products or services to the Institution.

(iv) that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

.....

**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

I certify that 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 placed thereon in my presence.

.....

**SIGNATURE FULL NAMES Commissioner of Oaths**

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

Date:..... Place .....

Business Address: .....

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## 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

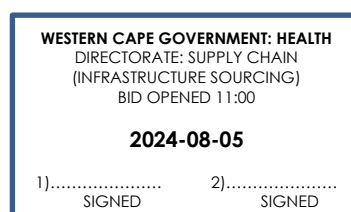
**NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE**

### 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;

|                                                                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00 |                   |
| <b>2024-08-05</b>                                                                                                    |                   |
| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

- 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:

|                                                                                                                                               |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00<br><br><b>2024-08-05</b> |         |
| 1).....                                                                                                                                       | 2)..... |
| SIGNED                                                                                                                                        | SIGNED  |

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

- 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

|                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b><br>DIRECTORATE: SUPPLY CHAIN<br>(INFRASTRUCTURE SOURCING)<br>BID OPENED 11:00<br><br><b>2024-08-05</b><br><br>1).....<br>SIGNED<br>2).....<br>SIGNED |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

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

|                                                     |           |                                                     |
|-----------------------------------------------------|-----------|-----------------------------------------------------|
| <b>80/20</b>                                        | <b>or</b> | <b>90/10</b>                                        |
| $Ps = 80 \left( 1 - Pt - \frac{Pmin}{Pmin} \right)$ | <b>or</b> | $Ps = 90 \left( 1 - Pt - \frac{Pmin}{Pmin} \right)$ |

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN  
(INFRASTRUCTURE SOURCING)  
BID OPENED 11:00

2024-08-05

1).....  
SIGNED

2).....  
SIGNED

### 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 AT 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

|                                                                                                                      |                   |
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| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

[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. ....

|                                                                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------|-------------------|
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| 1).....<br>SIGNED                                                                                                    | 2).....<br>SIGNED |

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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- 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

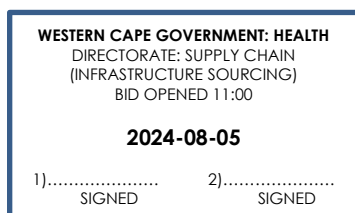
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in 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](http://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.

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- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested, or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 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.

|                                                                                                                      |         |
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**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

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(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

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

## 16. Payment

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

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|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>17. Prices</b>                               | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>18. Contract amendments</b>                  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>19. Assignment</b>                           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>20. Subcontracts</b>                         | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be</p> |

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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.

## 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

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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.

|                                        |         |
|----------------------------------------|---------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b> |         |
| DIRECTORATE: SUPPLY CHAIN              |         |
| (INFRASTRUCTURE SOURCING)              |         |
| BID OPENED 11:00                       |         |
| <b>2024-08-05</b>                      |         |
| 1).....                                | 2)..... |
| SIGNED                                 | SIGNED  |

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful 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 (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted

### 34. Prohibition of Restrictive practices

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.

|                                        |         |
|----------------------------------------|---------|
| <b>WESTERN CAPE GOVERNMENT: HEALTH</b> |         |
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| BID OPENED 11:00                       |         |
| <b>2024-08-05</b>                      |         |
| 1).....                                | 2)..... |
| SIGNED                                 | SIGNED  |