Health and Wellness
Mr JF Van Wyk
Chief Directorate: Supply Chain Management
Johannes.VanWyk2@westerncape.gov.za | Tel: 021 8349007

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

BID NUMBER: WCGHSC0409/1/2026 CLOSING DATE: 04 December 2026 CLOSING TIME: 11:00 AM

RENDERING A PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR CONTRACT, FOR THE SPECIALISED WASHING EQUIPMENT UTILISED AT LENTEGEUR CENTRAL LAUNDRY FOR A FIVE (5) YEAR PERIOD

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

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

Bid documents must be deposited in the **bid box marked at Main entrance of Department of Health, Supply Chain Management Offices M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville**. The bid box is generally open **from 07H00 until 16H00, 5 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Johan Van Wyk at 021 834 9007 for assistance during office hours.

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

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

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

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

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

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

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

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

04 December 2026

1)..... 2).....
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Please refer all technical/specification enquiries to Eric Kweleta, 021 200 0196, Eric.Kweleta@westerncape.gov.za or Deidre Hartnick 021 918 1299, Deidre.Hartnick@westerncape.gov.za.

pp **HEAD OF DEPARTMENT**

DATE: 06/11/2026

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

04 December 2026

1)..... SIGNED
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PART A
INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	WCGHSC0409/1/2026	CLOSING DATE:	04 December 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	**RENDERING A PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR CONTRACT, FOR THE SPECIALISED WASHING EQUIPMENT UTILISED AT LENTEGEUR CENTRAL LAUNDRY FOR A FIVE (5) YEAR PERIOD**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays).					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**Mr Johan Van Wyk**		CONTACT PERSON	**Eric Kweleta / Deidre Hartnick**	
TELEPHONE NUMBER	**021 834 9007**		TELEPHONE NUMBERS	**021 200 0196 / 021 918 1299**	
E-MAIL ADDRESS	**Johannes.VanWyk2@westerncape.gov.za**		E-MAIL ADDRESS	**Eric@Kweleta@westerncape.gov.za / Deidre.Hartnick@westerncape.gov.za**	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

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

04 December 2026

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g., company resolution)

DATE: ……..

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

04 December 2026

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IMPORTANT NOTICE TO ALL BIDDERS

COMPULSORY BRIEFING SESSION & SITE VISIT WILL BE HELD

Bidders are invited to submit a bid for the preventative maintenance, service and repair contract for the specialized washing equipment utilized at Lentegeur Central Laundry, Mitchell's Plain
Compulsory meeting to take place on Tuesday, 24 November 2026, 10:00 am
See details below and it is required that bidders attend the site meeting listed in this bid.
NB: Failure to attend the site inspection will invalidate your offer/bid.
PLEASE KEEP STRICTLY TO TIME OF SITE MEETING AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE MEETING AND VISIT. Bidders must ensure that they are at the meeting venue at least fifteen (15) minutes before the starting time of the meeting. Doors will be locked at the starting time of the site meeting.
THE COMPLETION OF THE ATTENDANCE REGISTER WILL CONSTITUTE PROOF OF ATTENDANCE.

Date: Tuesday, 24 November 2026

Time: 10:00 am

Address: Lentegeur Laundry, Mitchell's Plain (Premises of Lentegeur Hospital)
Highlands Drive
Lentegeur
7764

Venue: Boardroom at Lentegeur Laundry

For details contact:

Mr Eric Kweleta
Tel: 021 200 0196
E-mail: Eric.Kweleta@westerncape.gov.za

E-mail: Deidre.Hartnick@westerncape.gov.za
Ms Deidre Hartnick
Tel: (021) 918 1299

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

04 December 2026

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BID WCGHSC0409/2023: SPECIFICATIONS FOR PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR CONTRACT, FOR THE SPECIALISED WASHING EQUIPMENT UTILISED AT LENTEGEUR CENTRAL LAUNDRY FOR A FIVE (5) YEAR PERIOD

THE SCOPE OF THIS BID:

Is for the maintenance, servicing and repair to ensure the efficient operation of these machines listed below:

- **Kannegiesser Tunnel Washing Lane which includes**

  1. Overhead monorail conveying system with weighing station

  2. Kannegiesser PT50/16BT

  3. Detergent Station

  4. Auxiliary Chemical Station

  5. Kannegiesser single Stage Membrane Power Press

  6. Intermediate conveyer

  7. Shuttle conveyer

  8. Five Kannegeisser Driers PD120

  9. Take off conveyer

- **Kannegiesser Tunnel Washing Lane which includes**

  1. Overhead monorail conveying system with weighing station

  2. Kannegiesser PT50/16BT

  3. Detergent Station

  4. Auxiliary Chemical Station

  5. Kannegiesser single Stage Membrane Power Press

  6. Intermediate conveyer

  7. Shuttle conveyer

  8. Five Kannegeisser Driers PD120

  9. Take off conveyer

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- **Kannegiesser Ironing Line which includes**

  1. Automatic Feeder Spreader GEM
  2. Flatbed Ironer HPM 12-30

3. Automatic Folder & Stacker

- **Kannegiesser Ironing Line which includes**

1. Automatic Feeder Spreader GEM
2. Flatbed Ironer HPM 12-30
3. Automatic Folder & Stacker

- **Kannegiesser Ironing Line which includes**

1. Automatic Feeder Spreader GEM
2. Flatbed Ironer HPM 12-30
3. Automatic Folder & Stacker

- **Kannegeisser Garment Finishing Lane which includes**

1. 2 X Roto loaders TL-RA 3-0198 90918
2. Hanger conveyor Transline 3-0494
3. Garment Tunnel Finisher SMT-2-DAMF
4. Robo Folder FA-X-A900
5. Stacker & Take Off conveyor

- **Automatic Towel Folder (Kannegeisser)**

1. Stacker & Take Off conveyor

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- **Automatic Towel Folder (Kannegeisser)**

1. Stacker & Take Off conveyor

- **Automatic Blanket Folder (Kannegeisser)**

1. Stacker & Take Off conveyor

The scope also includes the repair of steam leaks and /or steam traps and air leaks in the factory when required.

1. GENERAL DESCRIPTION OF WORK

This contract comprises a comprehensive preventive maintenance service and inspections of the equipment described / listed above, at specific intervals (every six weeks) as mentioned, and consequently carrying out routine and breakdown maintenance. In the event of failures, the Contractor shall do all the necessary repairs and re-commission the equipment to full working order. The oil change must be done on all equipment when required.

For this we require a knowledgeable service provider during normal working hours including public holidays (6:30 – 16:00) in all aspects of the specialised equipment listed above, to be permanently stationed at Lentegeur Central Laundry, *i.e.,* during the laundries normal working hours of 8 hours a day from Monday to Friday, for a period of 36 months, or until the GCC states otherwise.

Their duties will entail but not be limited to:

- The routine servicing and preventative maintenance according to the machine manufactures specifications, as detailed in their respective User/ Repair manuals.
- Restoration of the machine's operating system when required.
- Breakdown maintenance and repairs.
- Corrective maintenance.
- Repair and replacement of inoperative / damaged machine components.
- Keeping an inventory / record of their day-to-day duties for departmental inspections.
- The service provider referred to in this contract is the knowledgeable person employed by the contractor.

2. A more in-depth description of the requirements is detailed in the schedules below.

Compliance with the relevant Regulations

All work as detailed in this specification shall comply with and be tested in accordance with the following acts and regulations:
(a) The Occupational Health and Safety Act, Act 85 of 1993, as amended.

(b) Engineering and Support Services: Guideline Health and Safety Specification for maintenance work at Hospitals and other Health institutions.
(c) National Building Regulations – SANS 10400
(d) The latest issue of SANS 10142 "Code of practice for the Wiring of Premises" which shall take precedence over any discrepancy which may arise.

The following WCPG Specifications

(a) General conditions for the supply and installation of mechanical equipment and services. June 2002
(b) The latest version of the General Technical Specifications for Electrical Installations from the National Department of Public Works.
(c) The technical and operational manuals of the equipment have to be followed in conjunction with the regulations mentioned above.

3. GENERAL REQUIREMENTS

- The offer covers the supply of maintenance services and repairs for the Specialized Laundry Equipment utilised at the Lentegeur Central Laundry as depicted in paragraph 1 above.
- *(2) Appendix 2* provides a Price Schedule with fixed monthly charges associated with a 60 (sixty) month maintenance service contract, plus the estimated yearly charges for after hour repairs plus spare parts, for the Specialised Equipment.

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3.1 FOR SPECIALISED EQUIPMENT AS PER APPENDIX *3*

(a) Monthly Routine maintenance including deep blowdown of all listed equipment and cleaning thereof Administration Charge to cover the weekly, monthly and annual visits, over a period of 52 weeks during each year, the scope of which is detailed under paragraph 12 hereto.
(b) Estimated spare parts usage as indicated in the price schedule.
(c) In addition, the following price information is provided in the Price Schedule.

3.2 TO BE USED TO DETERMINE THE TIME AND MILEAGE COST FOR ADDITIONAL TIME AND MILEAGE OFFERED BY CONTRACTOR.

Separate details are furnished in respect to:

3.2.1 After hours labour charge:

Materials purchased for the repair of machines. Before payment is authorized for the spare parts the department may request that the relevant Invoices be produced. A charge becomes due only when the Technician arrives at site for:

- After-hours callout.
- Overtime [to be allocated with Laundry Manager's (LM) consent]
- Overtime or after-hours callout to be charged at the ruling rate.
- Mileage charge (including travelling time)

The contractor (CTR) shall ensure that the Service provider is permanently on site during normal working hours as described above. The Service provider shall not be absent from site. A knowledgeable replacement must be on-site when the permanent Service provider is not available for one or the other reason.

3.2.2 Emergency after Hours Repair Work:

Contractor may also be called upon to provide Emergency Repair work weekends or public holidays.
For this work, the Laundry Manager (LM) shall call the technician to site to attend to such work on an urgent basis.

4. TERMS OF THE PAYMENT

The following charges shall be paid within 30 days of presentation of the relevant invoice to the Laundry Manager. All prices quoted will be inclusive of vat.

- Monthly Routine Maintenance and Administration charges for monthly and annual Routine Maintenance. This will be a fixed fee as stipulated / quoted by the contractor and agreed to by the Department.
- Charges in respect of afterhours labour and mileage used by the contractor on Repair Work.
- Payment for spares shall be made on presentation of invoice.

5. WRITTEN AUTHORITY

Contractor will ensure that servicemen, subcontractors and other specialists shall be in possession of a proper identification and a written authority to perform work on behalf of the contractor before such persons will be allowed on site. The service provider will only be allowed to do minor repairs to equipment (Minor repairs to be decided by the Laundry Manager (LM).

6. ESTABLISHMENT OF SITE

(a) The Laundry will provide the contractor a secure space free of charge for the storage of all tools, components and consumables for the use on the Specialized Equipment, hereinafter referred to as the Site Office. The Contractor (CTR) must ensure that all equipment stored in this office is insured against theft, etc.
(b) The service provider will be provided free access, at all reasonable hours, into the workshop facility at the laundry and to have use of such workshop equipment that is available from time to time.
(c) All use of services consumed by contractor on site such as electricity, water, compressed air, etc. used in order to perform its services under this contract will be provided by the Laundry free of charge.
(d) The contractor is to have on site, all the necessary tools and equipment to execute an efficient service.

7. SCOPE OF CONTRACT

In order to execute this contract with due control and efficiency, the Contractor (CTR) shall provide to the Laundry Manager (LM):

(1) A Plant Register Structure for the laundry, whereby each washing lane will be broken down into Cost Centre, Unit, Item and Component parts;
(2) Records of jobs, routine maintenance, costing and accounts (Monthly);
(3) Head office support
(4) Administration in respect to spare parts procured for normal and emergency repairs;
(5) Administration in respect to report writing and record keeping;
(6) Preparation of site
(7) Program of execution
(8) Allocation of responsible persons
(9) Establishment of Basic Maintenance Records
(10) Machine identification
(11) Requisition book
(12) Log book
(13) Record of Operation and Maintenance manuals

8. ROUTINE MAINTENANCE

The details of the routine maintenance to be performed on a daily, weekly, monthly and annual basis presented below include but not limited.
In conjunction with the machine maintenance and repair manual, the work will consist of, checks and where necessary repairs to bring the machine to full operating function.

- Informal discussion with site personnel (Walk-about)
- Cleaning of internal section of equipment
- Cleaning of filters
- Lubrication
- Checking mechanical functioning
- Checking electrical functioning.

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- Checking safety aspects.
- Checking Steam Leaks and Air leaks.
- Cleaning of the external portion of the machines.
- In the event of the tunnel washer clogging, the blockage must be attended too within 10 minutes.
- An investigation needs to be done and a log kept when this happens, to minimise the probability of this recurring.
- The blowing down of all equipment.

9. MEETINGS

The following meetings are provided for:

- A weekly site informal meeting (Walk-about) at laundry with Laundry Manager or delegated Official and contractors together with the service provider.
- A monthly formal meeting that includes a walk-about with all parties involved, here minutes will be taken and followed up on.

10. PROCUREMENT OF SPARE PARTS

It is the intention that the spares that may be required for the repair work shall be available at short notice.
Any spares procured via the contractor will be allowed a 15% mark-up, and if necessary, the department may request a copy of either the quotation or the original invoice to verify details. The Laundry has the option to procure the needed spares themselves if they so wish.
Thus, when this contract commences, contractor shall ensure that most of the essential spares are readily available.

- Supply initial spares parts consignment
- Prices
- Control of in store spares

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As parts are used from this selection of spare parts in contractor stores, they will need to be replenished.

11. ESCALATIONS

There is to be no price escalation within the contract period, the first 12 months quoted price shall remain firm, there will be an allowance for a cost of living increase for each year after that for the remainder of the contract.

12. WORK IN GENERAL

(1) One copy of all operating instructions, maintenance manuals and spare parts lists will be made available by contractor to the Laundry Manager at commencement of this service contract.
(2) Contractor shall make his own arrangements for copying of all records. A fax copy shall be sufficient.
(3) Standing times on machines for servicing and repairs shall be kept to an absolute minimum.

(4) All repair work carried out will be according to accepted engineering practice and be effected in compliance with the relevant Acts.
(5) All maintenance and repairs carried out shall be charged for on a time and cost bases at the rates quoted for in the Price Schedule with escalations as detailed herein.
(6) In as far it is possible, all repairs shall be undertaken during normal working hours.
(7) Any parts replaced in terms of this service contract are replaced with a guarantee that is the same as is extended by the manufacturer of such parts, which shall not be less than one year.
(8) Only work actually completed will be eligible for payment.
(9) All reports shall be typed in English.
(10) Within four weeks from the date of acceptance of this offer, contractor will compile a program for the execution of the work in collaboration with the Deputy Director: Laundry Services (DDLS) and the Laundry Manager (LM) of Lentegeur Central Laundry.

13. PREPARATION OF SITE AND PROGRAM OF EXECUTION

These programs shall be presented to the Deputy Director Laundry Services (DDLS) and Laundry Manager (LM) of Lentegeur Central Laundry for approval.

As far as is reasonable possible, contractor shall adhere to this approved program. Any deviations or problems encountered shall be discussed at the meetings.

Allocation of Responsible Persons:

Within 10 days of the above program being submitted, a meeting shall be convened by the Deputy Director Laundries (DDLS) and the Laundry Manager (LM) in order to allocate the responsibilities to specific persons: The various roles and responsibilities, and the reporting structure will be put to the team.

Establishment of Basic Maintenance Records:

Before the commencement of Routine Maintenance and Repair work, a database of information is required and will be prepared by the service provider:

1. **Machine Identification Number**

   A Plant Register Structure must be introduced by Contractor (CTR) for the Laundry, whereby each washing lane will be broken down into a Cost Centre, Unit Item and component parts. Each machine shall be allocated a unique ID number by the Contractor (CTR). The numbers shall be engraved in an aluminium plate at the cost of contractor, and shall not be more than 2 metre high. The plate shall be fastened to the machine near to the rating plate/serial number with self-tapping screws or pop rivets.

2. **Machine log book**

   The Contractor (CTR) shall prepare a hard cover logbook for each machine to be maintained. The first page of each logbook shall contain all available information on the machine such as: make, model number, serial number, year of manufacture, etc.
   The Logbook shall contain only one removable original and one removable copy. The second copy shall remain bound in the log book. The original shall be torn out for distribution to the Laundry Manager (LM). The first copy is for the contractor H/O records.

   Each page in the logbook shall be used to record each repair:
   - Date of repair

- Person that made the report / or how the problem came to the attention of technician
- Name of the technician doing the repair.
- A short description of the repair carried out
- Job report number relating to the repair for cross referencing
- The Administration order number

- Whether the repair was in course of:
    - Normal hours repair
    - Emergency after hours call-out

Contractor shall and to have the logbook available for inspection at all times.

3. Job Report Card

A sequentially numbered Job Card book will be printed by contractor on which the technician will record after each repair:

- Date Job No issued
- Machine ID NO./ Description
- Order number
- Brief description of problem
- Type of repair
- Date of repair
- How repair was affected?
- Time taken and labour cost
- Description of parts consumed

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The service provider shall then add all new Repair jobs onto the logbook, which is presented by him to the Monthly Formal Meeting, where he may be called upon to report on any such outstanding job.
Analysis at beginning of service period.
Before commencement of any service provided hereunder, Contractor (CTR) shall meet with the Deputy Director Laundry Services (DDLS) and Laundry Management (LM) to note any operational or technical problems which are being experienced with the Specialized Equipment.
Each problem shall be accorded a priority.
In the first Monthly Formal Meeting, the service provider shall make reference to each such problem recorded for which each shall have been allocated a job No and shall report:

If such problem has been attended to.
If investigation is still proceeding and what the findings are to date.

14. ROUTINE MAINTENANCE INSPECTION

The routine maintenance inspections shall be carried out generally in accordance with the manufacturer's recommendations (once every 4 (four) weeks). The work to be performed for each machine with its intervals is contained under *Appendix 3 (Maintenance Report)*. The weekly work will not interrupt the production of the laundry. When minor aspects of this weekly work lasting approximately 30 minutes can be effected whilst the machines are standing idle during lunch time. All other weekly inspection work can be done whilst production continues.
In order to perform the work listed under weekly, monthly and annual inspections, the production of washing lane will need to be stopped for maximum of 1 day per month and approx. 2 days per year respectively. These inspections shall be executed over weekends.
Report to Laundry Manager (LM):
Within 7 days of completion of a Routine Maintenance Service, the service provider shall submit a Routine Maintenance Report to the Laundry Manager.

The following information shall be included:

Confirmation of work done with ticked off items per schedule in *Appendix 3*.

Scope of work to be performed.

Repair work will encompass.

- **Investigation of problem**

When the service provider is informed or becomes aware of a problem which requires repair, he will assess the symptoms and the possible causes.

- **Estimating cost of repair**

After analysis, the service provider will estimate the hours, the parts, and incidental costs (mileage) and arrive at an estimated total cost for the repair.

- **Filling out of a requisition form**

The service provider will fill out a requisition form and take it to the Laundry Manager (LM) for his approval.

- **Procuring spares parts**

In order to be able to affect a repair as quickly as is reasonably possible, the service provider will have access to the spares held in stock by their stores.

- **Attending to problems**

Problems must be attended to as soon as possible by the contractor (CTR).

- **Filling out job card**

In addition, for any specific job the service provider may require spare parts/consumables which may not be held in stock at stores. These parts/consumables he may procured either from:

i. Local suppliers

ii. The laundry may procure the parts locally themselves

- **Costing the work**

Having completed a job the service provider will collate all costs associated with that job and shall keep records of such costs that are available to him.

15. EMERGENCY AFTER HOUR CALL-OUTS

- The contractor shall provide a standby service for emergency call outs for repairs.
- Any Emergency Repair must be authorised in writing by the Laundry Manager (LM). Should the technician be so summonsed, a maximum charge of 1 hour per travelling costs will be charged.
- The Contractor Representative (CTR/R) shall add all new Emergency Repair jobs onto the Job Repair Report, which is presented by him to the monthly Formal Meeting, where he may be called upon to report on any such outstanding job.

16. MEETINGS

- **Informal Weekly meetings**

a. Thirty minutes each week have been allowed for informal discussions with the Contractor's Project Co-ordinator and the Laundry Representative to cover main points arising out of the current Routine Maintenance inspection and general operation of the equipment. A copy of the previous week's Routine Maintenance Report shall be at hand.

No formal minutes shall be taken at these discussions.

b. In the event that disagreement arises at such an informal meeting, then the subject of such disagreement will be raised in the form of a note to the SRRD, with a copy to the Head Office of TR. This will serve to alert all concerned so that a full discussion on the matter can take place and the matter can be dealt with properly.

c. At such weekly meetings complaints relating to routine maintenance work will be noted by the Contractor Representative (CTR/R). If they are noted on the Routine Maintenance Report of the previous week's inspection and remain unattended, the Laundry Manger (LM) shall have the option to request the Deputy Director, Laundry Services (DDLS) for investigation, discussion and action at the next quarterly meeting.

- **Formal Quarterly Meetings**

a. Once every three months a meeting shall take place in the offices of the Deputy Director, Laundry Services (DDLS).

b. Minutes of such meetings will take the form of:

- What action is to be taken
- By whom
- By when
- And what matters have been resolved.

c. These minutes will be distributed within three weeks of every meeting to all parties present and will be in the English language.

d. The following points will be tabled:

- Any important points arising out of informal meeting with laundry personnel
- Technical matters arising out of weekly, monthly or annual Routine Maintenance inspections.
- Complaints concerning operation of equipment.
- Copies of Cards pertaining to the previous.
- Authorisation for quarterly Spares Order to be processed.
- Outstanding invoices and payments

e. Every quarter a Quarterly Spares Usage Report as per Paragraph 16 for repair work since the beginning of the contract shall be presented.

17. SUPPLY OF SPARE PARTS

Those spares that are procured by Contractor (CTR) specifically for a job, be it by the way of local sourcing, or specifically imported by Contractor (CTR) or procured from Contractor's (CTR's) own stocks shall be marked up on the CTR's cost be no more than 15% to arrive at the invoiced cost.

18. DURATION AND TERMINATION OF CONTRACT:

- This contract shall continue for a period of 60 months.
- This contract may be terminated in terms of the relevant clauses contained in the General Conditions of Contract (GCC) and WCBD 1.
- In the event that notice to terminate has been given:

a. Contractor shall prepare outstanding invoices for all work done or parts delivered with all necessary reports.

b. Contractor shall prepare a summary of all unpaid invoices (administration charge, labour, materials and mileage).

19. PENALTIES

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

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

	Performance Standards	**Metric**	**Penalty**
19.1	The provisioning of assistant/technician from the Contractor side for rendering of the maintenance service. These people will be assigned to the on-site facility from Monday till Friday and public holidays between 06h30am to 16h00pm.	Failure to place the mutually agreed staff member at the on-site facility for rendering the service between the stipulated hours.	10% of monthly rate of the assistant/technician.
19.2	Perform daily blowdowns.	Failure to perform the daily blowdowns as specified.	1% of the routine maintenance rate per blowdown failure.
19.3	Preventative maintenance service.	Failure to perform preventative maintenance service every 6 months.	1% of the preventative maintenance rate.
19.4	After effect of the preventative maintenance service.	Production lost per hour.	1% of the preventative maintenance rate.
19.5	Number of bags.	Failure to have the specified number of bags on railing system (14 bags per rail).	Downtime cost on one bag per half hour to the following formula: (50kg x 2 = pieces x cost per piece per month) x 30 minutes.

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DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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19.6	Clogging of machines.	Failure to attend to clogging of machines within 10 minutes.	R 400 per hour of downtime lost.
19.7	Steam and water leaks.	Failure to attend to steam and water leaks immediately.	R 500 per hour of downtime lost.
19.8	Both parties will acknowledge receipt of faults identified and be attended to by signing off the minutes of formal monthly meetings.	Failure to acknowledge receipt from service provider.	1% of monthly rate of the assistant/technician.
19.9	If diagnostic test was done and service provider failed to inform the Department of any future failures of components.	Failure to identify future malfunction and/or deterioration of equipment components.	Replace part at no cost to Department.
19.10	No adhering to lead times for repairs to equipment.	Failure to attend repairs according to time agreement.	R400 per hour of downtime lost.

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20. OFFICIAL ADDRESS

Any notices which are to be directed to the Official Address of the party shall be sent to:

a. For CONTRACTOR (CTR):

……

……

……

……

Tel: .. . .

Fax: .. . .

b. For LAUNDRY MANAGER (LM):

Lentegeur Central Laundry
Highlands Drive
Mitchell's Plain
Tel: 021 200 0196 / 021 933 0834/5/6/7
Fax: 021 932 0067

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LAUNDRY: _____

WASHING LANE: _____

		Comments	Daily/weekly
Discuss problems with laundry personnel			*
	Insufficient steam		*
	Insufficient water		*
	Quality of wash (chemicals, mechanical action, temperature, water levels, pH levels)		*
	Water leak gauges		*
	Check air pressure		
	Steam leakages		*
	Washing ratios		*
	Condensate returns		*
Overhead Conveying System			
	Check general condition		*
	Check tracking of chain at hoist		*
	Check Lint build-up on motors		*
	Check motor noise		*
	Check that emergency stops operate properly		*
	Check chain tensions		*
	Lubricate bearings		*
	Clean rail tracks		*
	Number of bags		*
	Track wheels		*
	Hanger arms		*
	Clips		*
	Alignment of rail system		*
Weighing System			
	Check out weighing system with a sized weights and recalibrate		*
	Calibration of scale		*
P19/16			
Clean	Clean between frames		*
	Clean cladding		*
	Clean sight glasses		*
	Clean lint filter on reclaim tank		*
	Clean out reclaim tank		*
	Clean out bath exchange tank		*
Drive	Check proximity switch position and distance		*
	Check support rollers for correct position		*
	Check guide rollers for correct position		*
	Check chain tension		*
	Blockages		*

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	Check motor noise		*
	Clean filter on drive motor		*
	Check proper functioning of emergency stops		*
	Lubricate drive chain		*
Pumps	Check motor noise		*
	Check seal		*
	Open to clean and lubricate		*
	Check for leakages		*
	Effectiveness of pumps		*
Drum	Clean drum		*
	Inspect drum from inside		*
	Check for any corrosion		*
Double drums	Check seals on inlet for leaks		*
	Check seals on HZ 1 for leaks		*
	Check seals on HZ 2 for leaks		*
Thermostat	Check operation		*
	Clean probe reclaim tank		*
	Clean probe tank 1		*
	Clean probe HZ 1		*
	Clean tank HZ 2		*
Level switches	Check function in reclaim tank		*
	Check function in Tank 1		*
Pneumatics	Remove water from water trap		*
	Check pressure		*
Control Panel	Clean lint filter under loading chute		*
	Check all inputs and outputs		*
Chemical supply lines	Check chlorine pipes for leaks		*
	Check H202 pipe for leaks		*
	Check anticlor pipes for leaks		*
	Check sour pipes for leaks		*
	Check detergent line to K1		*
	Check detergent line to K6		*
	Check detergent line to K4		*
	Check correct lines to correct nipples		*
Water flow	Ask if water pressure OK		*
	Check rotating gland for leaks		*
	Open and clean rotating gland		*
	Check dip level boxes, stand pipes and seals		*
	Check dip level in wetting out zone		*
	Check dip level in main wash zone		*
	Check dip level in rinse zone		*
	Check for lint in IDM		*
	Check for lint in counter flow valve		*

	Check for water spilling out of central drain pipe		*
Steam	Check for leaks		*
	Check noise		*
Air	Check for leaks		*
	Check for noise & vibration		*
	Remove water from pneumatic line trap		*
Detergent Station			
	Check correct operation of float switches		*
	Clean tank filters		*
	Check operation of water flushing systems		*
	Strip detergent pumps and clean		*
	Clean pump motor air inlets		*
	Clean outer and inner detergent tanks		*
	Flush dosing pipes		*
Aux Chemical Station			
	Check level switches		*
	Check dosing of chemicals		*
Press			
	Check press for correct operation		*
	Check for oil leaks		*
	Check cushion membrane diameter		*
	Remove water from pneumatic line trap		*
	Clean lint build up from motor air inlet		*
	Remove dirt build up from moisture sensors		*
	Check oil level		*
	Check position of sensors		*
	Check operation of emergency stops		*
	Grease oil bearings		*
	Change oil filters		*
	Check pusher to bottom plate clearance		*
Shuttle Conveyor / Intermediate Conveyor (No 3 Sub-storage Conveyor)			
	Visual check for correct operation		*
	Check tracking of belt		*
	Lubricate lifting chains		*
	Clean lit build up on motor air inlets		*
	Check position of sensors		*
	Check lifting chain tensions		*
	Check air gap settings on brake motors		*
	Grease all bearings		*
Driers			

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	Visual inspection of operation		*
	Remove water from air traps and fill with oil		*
	Clean lint screens		*
	Clean radiators		*
	Check for linen residue after hours		*
	Lubricate all roller chains		*
	Grease all bearings		*
	Check axial bearings for side pressure		*
	Check all steam traps for leaks		*
	Check all solenoid valves		*
	Check all switch operations		*
Kannegeisser Garment Finishing	Visual inspection of operation		
	Remove water from air traps and fill with oil		
	Clean lint screens		
	Clean radiators		
	Check for linen residue after hours		
	Lubricate all roller chains		
	Grease all bearings		
	Check axial bearings for side pressure		
	Check all steam traps for leaks		
	Check all solenoid valves		
	Check all switch operations		
	Check hangers and repair when necessary		
Automatic Towel Folder (Kannegeisser)	Visual inspection of operation		
	Check general condition		
	Check tracking of chain at hoist		
	Check Lint build-up on motors		
	Check motor noise		
	Check that emergency stops operate properly		
	Check chain tensions		
	Lubricate bearings		
	Clean rail tracks		
	Number of bags		
	Track wheels		
	Hanger arms		
	Clips		
Automatic Blanket Folder (Kannegeisser)			
	Visual inspection of operation		

	Check general condition		
	Check tracking of chain at hoist		
	Check Lint build-up on motors		
	Check motor noise		
	Check that emergency stops operate properly		
	Check chain tensions		
	Lubricate bearings		
	Clean rail tracks		
	Number of bags		
	Track wheels		
	Hanger arms		
	Clips		

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PRICING SCHEDULE

RENDERING A PREVENTATIVE MAINTENANCE, SERVICE AND REPAIR CONTRACT, FOR THE SPECIALISED WASHING EQUIPMENT UTILISED AT LENTEGEUR CENTRAL LAUNDRY FOR A FIVE (5) YEAR PERIOD

NAME OF BIDDER: …….. BID NUMBER: **WCGHSC0409/1/2026**

CLOSING TIME: **11:00 ON 04 DECEMBER 2026**

OFFERS SHALL BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

Note: The pricing for labour make provision for 3 options for cost comparison purposes: Option 1: Monthly rate for Assistant. Option 2: Monthly rate for Technician. Option 3: Monthly rate for Assistant and Technician.
The option selected will be the Departments preference. The BEC will select the option that would be most cost-effective for the Department.

ITEM	DESCRIPTION OF ITEM		BID PRICE IN SA CURRENCY INCLUDING VAT		BID PRICE IN SA CURRENCY INCLUDING VAT	
		1st year prices	2nd year prices	3rd year prices	4th year prices	5th year prices
1.	Bidders to bid as follows:					
1.1	Maintenance rates as per Appendix 3 attached.					
1.1.1	Monthly rate for Assistant **(Option1)**	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)
1.1.2	Monthly rate for Technician **(Option 2)**	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)
1.1.3	Monthly rate for Assistant and Technician **(Option 3)**	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)
1.1.4	Monthly Routine (Preventative) Maintenance rate	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)
1.2	Estimated repair work - normal time 276 hours/year (23 hours/month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)
1.3	Estimated repair work - overtime 48 hours/year (4 hours/month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)	R …… (per month)

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1.4	Estimated mileage (incl. travel time) 1920 km/year (160 km/month)	R ..... (per month)	R ..... (per month)	R ..... (per month)	R ..... (per month)	R ..... (per month)
2.	Spares usage for contract:					
2.1	Estimated replacement of parts for repair work	R ..... (per month)	R ..... (per month)	R ..... (per month	R ..... (per month)	R ..... (per month)
3.	Total estimate (ALL PRICES INCLUDING VAT WHICH WILL BE CHARGED AT RULING RATES)	R ..... (per month)	R ..... (per month)	R ..... (per month	R ..... (per month)	R ..... (per month)
	Total estimate (ALL PRICES INCLUDING VAT WHICH WILL BE CHARGED AT RULING RATES)	R ..... **(per year)**	R ..... **(per year)**	R..... **(per year)**	R ..... **(per year)**	R ..... **(per year)**
	Total estimate (ALL PRICES INCLUDING VAT WHICH WILL BE CHARGED AT RULING RATES)	**For 60 months (5 years)**	**R .....**			

A. Does the offer comply with specifications? Please circle your option. YES / NO

B. If not to specification, please indicate deviation(s). YES / NO

C. Price(s) quoted must be firm for the duration of the contract? YES / NO

D. Bidders must provide a detailed breakdown clearly indicating all costs per machine.

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DECLARATION

Name of company/ entity:

……..……..……

VAT registration number: ……..

Company Registration number:

……

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that I/we comply with the above-mentioned requirements.

Signature: ……..

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Definition of pricing structures

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

1.**Firm prices**

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

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

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

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

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

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

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

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2. Non-firm prices

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

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

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

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

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

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

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

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2 various	=	**Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the factors D1,D2 etc. must add up to 100%.**
R1t, R2t	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

Index …….. Dated …….. Index ……Dated……..Index……Dated……...
Index …….. Dated …….. Index ……Dated……Index ……Dated……...

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

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

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

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OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DEPARTMENT OF HEALTH & WELLNESS (HEREINAFTER CALLED THE "WCDOHW")

AND

…… ,

(Supplier/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, ……, representing
…… ……as an employer

The Contractor acknowledges that it is an employer in its own right, and will be responsible for compliance with the OHS Act and regulations while its employees, agents, or subcontractors are performing work for the Department.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: ……

OR Compensation Insurer: ……Policy No.: ……

The Contractor undertakes to:
Comply with the OHS Act, regulations, and all applicable safety standards during the execution of work.
Provide a written Health and Safety Policy applicable to the work performed.
Appoint in writing a competent person as defined in the Act to oversee health and safety compliance and act as liaison with the Department.
Conduct risk assessments relevant to the work, and provide method statements and safety plans where applicable.
ensure all employees are adequately trained on health and safety applicable to the work and provide proof of such training upon request.
I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at ……on the……day of……20….

_____ _____

Witness **Mandatary**

Signed at…… on the……day of……20 ….

_____ _____

Witness **for and on behalf of WCDOHW**

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BID OPENED 11:00

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PROVINCIAL GOVERNMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG)via the electronic Procurement Solution (ePS).

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

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

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

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

(b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit, or

(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

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

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

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept an!' 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.

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"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;

"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;

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"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.

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

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

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

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

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

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

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

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

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

    a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

TABLE A

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

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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.

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

B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

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

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

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? **(If yes complete Table C)**	NO	YES

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

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

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, …… hereby swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

……..

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

1.1 Do you know and understand the contents of the declaration? ANSWER: ……..……

1.2 Do you have any objection to taking the prescribed oath? ANSWER: ……..

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:……..……

1.4 Do you want to make an affirmation? ANSWER: ……

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

……..

SIGNATURE FULL NAMES Commissioner of Oaths

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

Date:…… Place ……

Business Address:

……

……

……

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TRO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.

1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.

1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;

1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;

1.7 "**Code of Good Practice"** means the generic codes or the sector codes as the case may be;

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

1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"Non-firm prices"** means all prices other than "firm" prices

1.14 **"Person"** includes a juristic person;

1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;

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1.16 **"Proof of B-BBEE status level contributor"** means –

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

1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;

1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;

1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;

1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;

1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**the Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;

1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
- the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).

2.2 Preference points system for this bid:
(a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the …….. preference points system shall be applicable; or
(b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)

2.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE status level of contribution.

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

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
(a) points out of **80/90** for **price**; and
(b) 0 points out of **20/10** for **B-BBEE**.

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

80/20

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

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax= Price of highest acceptable bid

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

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

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

6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.

6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.

6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? ……

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……..

10.3 Company Registration number: ……..

10.4 Type of company/firm (Select applicable (option)

- ☐ Partnership/Joint venture consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public company
- ☐ Personal liability company
- ☐ (Pty) Ltd
- ☐ Non-profit company
- ☐ State-owned company

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10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
(ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
(iv) engages in a fronting practice.

(c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,

(d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.

(e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,

(f) in addition to any other remedy it may have, the organ of state may -
(i) disqualify the bidder from the bid process,
(ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
(iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

……

……

DATE:

…….....

ADDRESS: **……..**

WITNESSES:

1. **……..**

2. **……..**

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1)..... 2).....
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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

(i) The contents of this statement are to the best of my knowledge a true reflection of the facts.

(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

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

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

Deponent signature: _____

_____ **Date:** _____

Commissioner of Oaths signature & stamp

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DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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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 regarding the rights and obligations of all parties involved in doing business. with government.

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

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered 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 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 on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts 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 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 ancillaries 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 conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

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7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or

contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or 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.

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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 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' destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all 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 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.

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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 the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise

in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of 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 destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all 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 like those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or 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 previously mentioned 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 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.2 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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