Western Cape Government

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

BID NUMBER: **WCGHIC0007/2026** CLOSING DATE: **5 February 2027** CLOSING TIME: **11:00**

INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

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

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED "THE DEPARTMENT" SITUATED AT:
The foyer of the main entrance, 4 DORP STREET Western Cape Government Building (**Adjacent to the Cape High Court**) Junction of Dorp and Keerom Streets, Cape Town

Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the Department's bid box, please contact the responsible official, Mr Awethu Matoto / Mrs Shireen Smith on 021 – 483 7302 or at Awethu.Matoto@westerncape.gov.za / Shireen.Smith@westerncape.gov.za for assistance during office hours. The bid box is generally open from 07:30 – 16:00, 5 days a week, Monday to Friday.

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

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

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

Central Supplier Database	
Self-registration	www.csd.gov.za *(self-registration only)*
Contact email	SCM.eProcurementDEPARTMENT@westerncape.gov.za

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

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

Only the B-BBEE status reflected on form WCBD 6.1 in the bid document will apply to the evaluation of the relevant formal bids and not the B-BBEE status on CSD. Bidders are further required to complete the attached WCBD4 form. All other mandatory documents held on CSD will be accepted by Western Cape Government Health & Wellness (WCGHW) for the consideration of formal bids.

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

2027-02-05

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

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

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

The technical representatives of the Department are Mr Hein Grebe / Mr Aloysius Smith at Hein.Grebe@westerncape.gov.za / Aloysius.Smith@westerncape.gov.za. No telephonic enquiries will be entertained.

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

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

p.p .....
HEAD OF DEPARTMENT

DATE: 20 NOVEMBER 2026

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

2027-02-05

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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:	**WCGHIC0007/2026:**	CLOSING DATE:	**5 February 2027**	CLOSING TIME:	**11:00**
DESCRIPTION	**INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
The foyer of the main entrance ,4 DORP STREET Western Cape Government Building (adjacent to Cape High Court) Junction of Dorp and Keerom Streets, Cape Town					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**Mr A Matoto and Ms. S Smith**		CONTACT PERSON	**Mr Hein Grebe and Mr Aloysius Smith**	
TELEPHONE NUMBER	**021 483 7302**		TELEPHONE NUMBER	**021 830 3753**	
FACSIMILE NUMBER	**N/A**		FACSIMILE NUMBER	**N/A**	
E-MAIL ADDRESS	Awethu.Matoto@westerncape.gov.za Shireen.Smith@westerncape.gov.za		E-MAIL ADDRESS	Hein.Grebe@westerncape.gov.za Aloysius.Smith@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					

WESTERN CAPE GOVERNMENT: HEALTH
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FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	N/A		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

[A VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNARE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.

WESTERN CAPE GOVERNMENT: HEALTH
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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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.
2.5 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
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Western Cape Government

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDING COMPANY.....

NAME OF BIDDER / CONTACT PERSON .....

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

BID NUMBER: WCGHIC0007/2026

1. APPLICABLE DOCUMENTS	
The onus rests with the prospective bidder to acquaint them of the following documents which forms part of this specification: 1.1 General Conditions of Contract 1.2 Special Conditions of Contract 1.3 The Hazardous Substances Act No. 15 of 1973, latest edition / amendments 1.4 Occupational Health and Safety Act no 85 of 1993 and Regulations, latest edition / amendments. 1.5 Compensation for Occupational Injuries and Diseases Act 130 of 1993 ("COIDA") 1.6 SANS 10227: 2012 - Criteria for the operation of inspection authorities performing inspection in terms of the Pressure Equipment Regulations (latest edition) 1.7 SANS 347: 2012 - Categorization and conformity assessment criteria for all pressure equipment (latest edition).	
2. GENERAL	
2.1 The bidder shall include illustrative brochures/technical details of the spare parts offered which can be used to verify compliance with the specifications. All spare parts to comply with the minimum standards (SANS) and comply with the manufacturer's minimum requirements. This needs to be verified / checked with Directorate Engineering and Technical services. 2.2 Please note that this offer shall be awarded in part or whole to ensure the standardisation within the region. 2.3 Bidder to quote on all the items and amounts as listed. 2.4 Bidder must ensure the availability of spare parts and accessories during the full-service period.	

IMPORTANT NOTICE

COMPULSORY SITE BRIEFING SESSION

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

THE DETAILS OF THE COMPULSORY SITE CLARIFICATION ARE AS FOLLOWS:

DATE : **27 November 2026**

TIME : **STRICTLY 10:00 AM**

VENUE : **Karl Bremer Engineering Offices Training Center**
Site of Karl Bremer Hospital
CO Mike Pienaar and Frans Conradie
Bellville
7530

CONTACT PERSON: HEIN GREBE / ALOYSIUS SMITH
THE COMPLETION OF THE ATTENDANCE REGISTER WILL CONSTITUTE PROOF OF ATTENDANCE.

IMPORTANT:

Please note that the clarification session will commence strictly at **10:00 on 27 November 2026**. All bidders are therefore required to arrive well in advance to allow sufficient time for registration.

No late arrivals will be accommodated, and no extensions or exceptions will be granted for late attendance. The meeting will commence promptly at the stipulated time, and bidders who arrive after the commencement of the session will not be permitted to participate.

NB: FAILURE TO ATTEND THE CLARIFICATION SESSION WILL INVALIDATE YOUR OFFER

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BID BOX DIRECTIONS



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	TERMS OF REFERENCE	Comments/ Complies/ Does not Comply /Yes/No
NOTE	*In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide comment or make reference to attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood conditions by writing "Yes" or "No" in the next column.*	
1.1	**SCOPE:** **WCGHIC007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.**	
1.2 1.2.1	**REGULATORY REQUIREMENTS** **THE INFORMATION CONTAINED IN THE TABLE BELOW IS MANDATORY FOR YOUR SUBMISSION AND WILL BE USED IN ASSESSING THE RESPONSIVENESS OF BIDDERS. FAILURE TO SUBMIT AND COMPLETE ALL MANDATORY INFORMATION WILL RESULT IN OFFERS BEING DEEMED NULL AND VOID AND SHALL BE CONSIDERED "NON-RESPONSIVE" AND THEREFORE NOT CONSIDERED.**	
	SECTION 2 - THE BID PROCESS	
2.1	*Closing date of bid* **5 February 2027 @ 11:00am** *Validity of bid* **120 days** from closing.	
	SECTION 3 - Instructions for completing bid documents.	
3.1	Please provide all compulsory documents required in the bid invitation in the full name of the bidder.	
3.2	Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder.	
3.3	Please complete all the documents and forms provided in this bid document and furnish all the requested information.	
3.4	Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the requirements in that subsection.	
3.5	A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.	
3.6	It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.	
3.7	If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.	

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	TERMS OF REFERENCE	Comments/ Complies/ Does not Comply /Yes/No
3.8	If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.	
3.9	Please provide an index/summary of all supporting documents with your bid response.	
3.10	The absence of evidence required to prove your compliance with the bid requirements will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.	
3.11	Re-typing, PDF or other digital conversions and/or amendment of the original bid document are not allowed and will invalidate your bid response.	
	SECTION 4 - BID CLARITY	
4.1	(i) **The Department** reserves the right to request clarifying information from a bidder. (ii) **Bidders or interested parties** may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, to promote the principle of unbiased communication with all bidders.	
	SECTION 5 - BID AWARDING	
5.1	All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.	
5.2	Bids that are found compliant in terms of the mandatory and statutory requirements will be evaluated.	
5.3	The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury and the Department's procurement parameters.	
5.4	The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation. Please refer to Functionality Criteria.	
5.5	The Western Cape Government Health & Wellness reserves the right to award the bid in whole or in part and will determine the award to the successful bidder per item/site, based on price, preference points and other criteria outlined in the bid document.	
5.6	Equipment hand over will be granted at the discretion of the Department and not necessarily be aligned with the award of this contract.	

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TERMS OF REFERENCE		Comments/ Complies/ Does not Comply /Yes/No	
6	**SECTION 6 - EVALUATION PROCESS** **Phase 1:** Compliance with compulsory Central Supplier Database registration and completion of the bid document. All bidders who comply with phase 1 will proceed to **phase 2.** **Phase 2**: Compliance with **functionality criteria, as outlined below (section 7).** All bidders who comply with phase 2 will proceed to phase 3. **Phase 3**: Application of **points for price and B-BBEE status** in accordance with the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022, to determine the highest total points scored by a bidder.		
7	**SECTION 7 – COMPULSORY REQUIREMENTS** **The information contained in the table below is mandatory for your submission and will be used in assessing the responsiveness of bidders. Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered "non-responsive" and therefore not considered.**		
7.1	**Form WCBD1** – Full particulars of the bidding entity	Yes	No
7.2	**Form WCBD3.1** – Fully completed Price Schedule	Yes	No
7.4	**Form WCBD4** – Declaration of Interest	Yes	No
7.5	**Form WCBD6.1** – Serves for claiming preference points, to claim points for Broad-Based Black Economic Empowerment level of contribution	Yes	No
7.6	Provide proof of CSD registration document	Yes	No
7.7	A valid B-BBEE Verification Certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) (certificates/scorecards and EME/QSE affidavits) of main contractor, or an affidavit confirming annual total revenue and level of black ownership, or Registered Auditors approved by IRBA. Where a joint venture or subcontractors are involved, this documentation must be provided by each legal entity.	Yes	No
7.8	A valid letter of Good Standing from the Dept of Labour (Compensation Commissioner). Please note that the nature of the business listed on the Letter of Good Standing must be related to this scope of works in this document.	Yes	No
7.9	Comprehensive company profile with a list of similar, previous, successfully completed and current projects where the bidder provide a similar service to other clients with contactable references within the Western Cape.	Yes	No
7.10	Comprehensive CVs of full-time staff employed by the contractor who will carry out the service as outlined in the technical specification.	Yes	No
7.11	Comprehensive CVs of sub-contractor staff. (if applicable)	Yes	No
7.12	Valid proof of SAQCC Practitioner to pressure test all Medical Air Equipment – Compressed Industrial and Medical Gasses.	Yes	No
7.13	Valid proof of Autoclave Specialist/Technician (As described in Tender Document) with contactable references.	Yes	No
7.14	Valid proof of Inspector(s) of Pressurised Equipment (SAQCC IPE).	Yes	No

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TERMS OF REFERENCE		Comments/ Complies/ Does not Comply /Yes/No	
7.15	Proof of fully equipped office and workshop registered in your company name / long term rental agreement within 50km radius from Karl Bremer Hospital.	Yes	No
7.16	Company registration certificate from CIPC.	Yes	No
7.17	Joint Venture Agreement. (if applicable)	Yes	No
7.18	OHS Agreement	Yes	No
	SECTION 8 – PRICING AND PAYMENT		
8.1	The bidder must quote in accordance with the items included in the Price Schedule in the WCBD3.1 section of this document.		
8.2	In the interest of security and expeditious payment, it is the policy of the Department to effect payments by **electronic funds transfer (EFT)** into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been CSD registered already, the service-provider will be required to furnish the Department with its banking details to effect payment in line with the systems in operation (**Logis**, **BAS**, **Syspro**) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.		
8.3	On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within thirty **(30) calendar days from date of receipt of a valid invoice**, subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty (30) calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.		
9.1	**SECTION 9 – NEGOTIATIONS** The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) if the bid prices are not deemed to be market related.		
10.1	**SECTION 10 - PERFORMANCE MONITORING** Constant performance monitoring will be conducted to ensure that the Contractor meets their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with the Contractor will be performed to discuss contract issues. The bidder shall grant the Department reasonable access when requested.		
11.1	**SECTION 11 – GENERAL** Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department. The Department reserves the right, in its sole discretion:		

WESTERN CAPE GOVERNMENT: HEALTH
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	TERMS OF REFERENCE	Comments/ Complies/ Does not Comply /Yes/No
	(i) To amend the bid process, closing date or any other date at its sole discretion; (ii) To cancel the bid or any part of the bid before the bid has been awarded; (iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department; (iv) Not to award the bid to the highest points scorer or lowest price; (v) To reject all responses submitted and to embark on a new bid process; (vi) To withdraw any services from the bid process; (vii) To terminate any party's participation in the bid process; (viii) To accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; (ix) To extend or expand the contract on written request from the Department.	
11.2	Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process.	

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SPECIAL CONDITIONS OF BID	
These Special Conditions of Contract are applicable to this bid by the Western Cape Government: Department of Health and Wellness - WCGHW ("the Department"). Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.	
1. APPLICATION	1.1 These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Department.
	1.2 By submitting a bid in response to the bid invitation from the Department, a bidder accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.
2. SPECIFIC EXCLUSIONS	The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the Department: 2.1 Subcontracts – clause 20; 2.2 Penalties – clause 22; 2.3 Force Majeure – clause 25; 2.4 Settlement of Disputes – clause 27; and 2.5 Limitation of liability – clause 28.
3. SUPPLEMENT CLAUSES	3.1 *Clause 20 of the GCC is supplemented with the following:*
	Subcontracts
	3.1.1 Notwithstanding any provision to the contrary contained in the bid documents, the primary responsibility for rendering the services rests with the successful bidder and it may not subcontract, assign, cede, delegate or transfer, in whole or in part, any of its obligations to render the service to any other person, without the prior written consent of the Department.
	3.2 *Clauses 22 and 28 of the GCC are supplemented with the following:*
	Penalties and Damages
	3.2.1 The Department may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.
	3.2.2 The Department's decision to impose a penalty, or claim damages *in lieu* of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.
	3.2.3 In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.
	3.2.4 The successful bidder shall indemnify the Department against any and all claims which may be made against the Department, or any losses the Department may incur, for any claim that may arise as a result of injury or damage suffered by any person, arising out of, or as a consequence of the

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	execution of the contract and/or the rendering of the services in terms of this bid.
	3.2.5 Clause 3.2.4 shall survive the termination of the contract.
	3.3 *Clause 27 of the GCC is supplemented with the following:*
	Settlement of Disputes
	3.3.1 Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this agreement, the Parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 3.3.3 and 3.3.4 below. 3.3.2 All disputes shall be exclusively dealt with and settled in terms of South African law and in South Africa. 3.3.3 Mediation – 3.3.3.1 Subject to the provisions of clause 3.3.1, any dispute arising out of or in connection with this Agreement may be referred by the Parties without legal representation to a mediator. 3.3.3.2 The dispute shall be heard by the mediator at a place and time to determined by him or her in consultation with the Parties. 3.3.3.3 The mediator shall be selected by agreement between the Parties. 3.3.3.4 If an agreement cannot be reached upon a particular mediator within 3 (three) Business Days after the Parties have agreed to refer the matter to mediation, then the President of the Legal Practice Council shall nominate the mediator within 7 (seven) Business Days after the Parties have failed to agree. 3.3.3.5 The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made. 3.3.3.6 The opinion so expressed by the mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with clause 3.3.4. The expressed opinion of the mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be. 3.3.3.7 The cost of mediation shall be determined by the mediator. 3.3.3.8 Liability for such cost shall be apportioned by the mediator and shall be due and payable to the Mediator on presentation of his or her written account.

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	3.3.4 Arbitration – 3.3.4.1 Subject to the provisions of clause 3.3.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration. 3.3.4.2 Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, it being intended that, if possible, it shall be held and concluded within 10 (ten) Business Days. 3.3.4.3 Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is– 3.3.4.3.1 primarily a legal matter, a practising Senior Advocate of the Cape Bar; 3.3.4.3.2 any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute. 3.3.4.4 If agreement cannot be reached on whether the question in dispute falls under 3.3.4.3.1 or 3.3.4.3.2 and/or upon a particular arbitrator within 3 (three) Business Days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall – 3.3.4.4.1 determine whether the question in dispute falls under 3.3.4.3.1 or 3.3.4.3.2; and 3.3.4.4.2 nominate the arbitrator within 7 (seven) Business Days after the Parties have failed to agree. 3.3.4.5 The arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties. 3.3.4.6 The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.
	3.4 *Clause 25 of the GCC is supplemented with the following:*
	Force Majeure
WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 **2027-02-05** 1)..... SIGNED 2)..... SIGNED	3.4.1 The successful bidder accepts and understands that the nature of the services requires it to perform in terms thereof and accordingly the successful bidder shall not be excused from the performance of its obligations and needs to ensure that it has procedures in place to ensure that it renders the services as and when required by the Department.
	3.4.2 Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves – 3.4.2.1 that the failure was due to an impediment beyond its control; 3.4.2.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and

	3.4.2.3	that it could not reasonably have avoided or overcome the impediment or its effects.
	3.4.3	An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive) –
	3.4.3.1	war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;
	3.4.3.2	natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
	3.4.3.3	explosions, fires, destruction of machines, of factories and of any kind of installations;
	3.4.3.4	acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.
	3.4.4	Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the
	3.4.5	Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, any of the Parties shall be entitled to terminate this Agreement on 30 (thirty) Business Days written notice.
4. CONTRACT PERIOD	4.1	The contract will be awarded for a three (3) year period.
5. PAYMENT	5.1	The Department will pay the successful bidder for the services rendered or goods provided.
	5.2	Notwithstanding the Department's right to impose penalties, the Department may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the successful bidder.
6. WAIVER	6.1	No waiver of any of the terms and conditions of the contract shall be binding unless expressed in writing and signed by the party giving the same, and any such waiver shall be granted only in the specific instance and for the purpose given.
WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 **2027-02-05** 1)..... SIGNED 2)..... SIGNED	6.2	No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
	6.3	No indulgence, leniency or extension of time which any party ("the Grantor") may grant or show the other party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract.
7. BREACH	7.1	Should a party breach any or all of the terms and conditions of the contract and remain in such breach for 14 (fourteen) calendar days after receipt of a written notice calling upon it to remedy such breach, then the party who served such notice shall be entitled, in addition to any remedy which it may have in law, to cancel the contract, to remedy the

		breach itself, claim specific performance and/or to claim damages.
	7.2	Notwithstanding the conditions of paragraph 7.1 above, the Department reserves the right to extend to the successful bidder the opportunity to rectify shortcomings in the successful bidder's service.
	7.3	In the case where the successful bidder remains in breach despite the notice as contemplated in paragraph 7.1, the Department may impose penalties as contemplated by paragraph 7.2 above or claim damages in lieu of penalties.
	7.4	Notwithstanding the provisions contained in paragraphs 7.1 to 7.3 above, the Department may elect to appoint a third party without notice to render the services at the successful bidder's expense as an interim measure, if the Service Provider fails to render the services for a period of more than 7 (seven) calendar days.
8. CONFIDENTIALITY AND DISCLOSURE	8.1	The successful bidder must treat all information and records furnished to it by the Department, or arising from the execution of the contract, as confidential. The successful bidder will not disclose this information to a third party without the Department's prior written consent.
	8.2	The Department may only disclose records of the bidder, including the bidder's bid response, to a third party in accordance with the provisions of the Promotion of Access to Information Act 2 of 2000.
	8.3	The successful will not, without the prior written consent of the Department, cause any public statement to be made relating to the contract with the Department.
	8.4	This clause and its sub-clauses will survive termination of the contract between the parties unless otherwise agreed in writing.
9. INDEMNITY	9.1	The successful bidder hereby indemnifies the Department against any and all claims which may be made against the Department, or any losses the Department may incur, for any claim that may arise as a result of injury or damage suffered by any person, arising out of, or as a consequence of the execution of the contract and/or the rendering of the Services.
	9.2	Clause 9.1 shall survive the termination of the contract.
10. COMPLIANCE WITH OCCUPATIONAL HEALTH & SAFETY ACT	10.1	The Department and the successful bidder hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as "the Act"), that the following arrangements and procedures shall apply between them to ensure compliance by the Successful bidder with the provisions of the Act, namely:
	10.2	The successful bidder undertakes that the appropriate officials and employees of the Successful bidder will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;

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	10.3	The successful bidder undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
	10.4	The successful bidder hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves The Department from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
	10.5	The successful bidder agrees that any duly authorised official or appointed agent of The Department shall be entitled (though not obliged) to take such steps as may be necessary to ensure that the successful bidder has complied with his undertakings as set out more fully in the paragraphs above, which steps may include, but will not be limited to, the right to inspect any appropriate site or Premises occupied by the successful bidder, or to inspect any appropriate records held by the successful bidder;
	10.6	The successful bidder shall be obliged to report forthwith to The Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;
	10.7	All services, inspections, maintenance work and testing will be carried out in a legal, safe and responsible manner as contained in your Health and Safety File. A Health and Safety File must be provided within two (2) weeks of award of the bid.
11. ENTRY TO THE PREMISES	11.1	The successful bidder shall be subject to Department security regulations or arrangements in force and acknowledges that it will be obliged at all times to obtain security clearance to enter & work on the premises.
	11.2	The successful bidder shall only use that part of the Premises necessary to carry out its duties. The successful bidder is not permitted to have access to any other part of the premises unless specifically authorised in writing and in advance by the contract manager.
WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 **2027-02-05** 1)..... SIGNED 2)..... SIGNED	11.3	The successful bidder and their staff are to be presentably dressed and prominently displaying their Company's logo whilst on site. Should there be protest/unrest at any facility, the successful bidder needs to contact the facility manager/WCGHW representative to assist with access to the premises. This means that contact details need to be readily available for communication purposes. They may also ask onsite security to assist or alternatively make use of any other access point e.g. road to the facility.
12. VEHICLES ON THE PREMISES	12.1	The successful bidder agrees that it's vehicles will be driven, parked and otherwise dealt with on the premises at the owner's or user's own risk and subject to rules or regulations in force at any given time.
13. CONTRACTORS EQUIPMENT AND MATERIALS	13.1	The successful bidder shall be solely responsible for ensuring the security and safety of its own personal property, including all equipment and material brought onto the premises for use

		by the successful bidder, and the Department shall not be responsible for loss or damage thereto, howsoever caused.
14. ACCIDENTS	14.1	The successful bidder, whether involving persons or property, shall report every accident on the premises, immediately to the Department's Engineering representative, including accidents, which did not, but could have led to personnel injury or loss of limb or damage to property. Reportable incidents shall be dealt with as prescribed in the Act. If the person is not directly employed by the successful bidder, the accident shall in addition, be reported by the successful bidder, to the injured person's employer. Any accidents involving loss of limb are to be reported directly to the Department of Labour and copied to the Department's Engineering representative immediately.
15. FIRE PRECAUTIONS	15.1	The successful bidder shall ensure that all persons engaged by it to work on the premises are aware of and familiar with the protection procedures and systems in operation on the Premises.
	15.2	Before any hot work is performed i.e. grinding, welding or making use of an open flame the Contractor will apply to the Facility for a Hot Work Permit for each day to be issued to them prior to any hot work undertaken (example of a permit see Annexure A)
16. STANDARD OF MATERIALS AND REPORTS	16.1	All materials and equipment supplied and/or installed under this contract shall be new and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SANS or ISO and ASME or relevant code of manufacture and with the requirements of this agreement.
	16.2	All reports provided by the successful bidder as required by the Department under the contract shall be in line with all applicable SANS.
17. WARRANTY	17.1	Any equipment supplied shall be in line with the manufacturer standard warranty.
18. QUANTITY **WESTERN CAPE GOVERNMENT: HEALTH** DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 **2027-02-05** 1)..... SIGNED 2)..... SIGNED	18.1	All quantities included in the price schedule are estimates only and subject to change. All pressure vessels will be re-measured at the end of the contract and contractors will be renumerated for the number of pressure equipment / vessels that were tested and repaired. The quantities in this provisional pricing schedule are an indication only of the works to be executed and are subject to remeasurement and under no circumstances an indication of the extent of the work to be performed. Rates will remain fixed and will form the basis of all remeasurements; thus this is not a fixed price contract and will vary depending on the quantities. This provisional pricing schedule forms the basis for competitive bidding.
	18.2	Facilities and equipment can be added / removed to the current list during the contract period, because new facilities and equipment are added every year.

19. SERVICE LEVEL AGREEMENT	19.1	The successful bidder will enter into a service level agreement with the Department before the contract commences.

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1. Bid Specification

Bids are invited for the inspection, re-certification where necessary and testing of pressure vessels, affecting necessary repairs and the supply and installation of medical air receivers as well as the facilitation of the registration of steam generators and pressure vessels where required at all facilities of the Department.

Before bidding, bidders may acquaint themselves with the existing conditions at all the Department's facilities by visiting the facilities.

Prior arrangements to be made before testing equipment to avoid interruptions of essential services (A list of contactable representatives will be provided to the successful bidder). No additional claims will be entertained.

2. Acceptance or Rejection of Bids

2.1 The Department (see Special Conditions of Contract) reserves the right to accept or reject a bid without giving reasons.

2.2 The Department also reserves the right to award the bid as a whole to a single entity or award different portions of the bid to different contractors.

2.3 The Contractor shall procure adequate public liability insurance to provide cover for liability arising out of the death and or bodily injury of any person or the loss of or damage to any property arising out of the performance (or the failure to do so) by the Contractor of any services in, on or about the Premises. The insurance policy shall inter alia provide for general liability and public liability.

Public liability of R20 000 000,00 in the annual aggregate, and
General liability of R20 000 000,00 per occurrence

The Contractor shall, if requested to do so by WCGHW Engineering's Representative, furnish written evidence of the procurement of such insurance to the Department and of the fact that the premiums in respect thereof are paid up.

2.4 Bidders must provide the Department with a Twenty million Rand (R20 million) Public Liability and Twenty million Rand (R20 million) General Liability Insurance from an Accredited Insurer at the time of award within two (2) weeks that will cover all the Health Facilities where they will do pressure tests and perform repairs on Pressure Vessel Equipment.

3. Confidential Health Information

3.1 Only bids that are fully completed and which divulge full details of the service supplied will be considered.

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4. Stock Levels

4.1 The Contractor will at all times be required to hold stock of all fittings, fixtures and tools required for the execution of the job.

4.2 For minor repairs e.g. replacement of pressure gauges and/or pressure relief valves, electrical elements, gaskets etc., the Contractor shall guarantee prompt replacements with no prejudice to the normal functioning of the institutions. These items shall be replaced while on-site prior to performing pressure tests.

5. Responsibilities of the Contractor (Inspection Authority) and specifications.

The Contractor (inspection authority) will be required to:

5.1 Prior to starting any work at a facility, update the attached list of vessels under pressure to encompass all pressure equipment (vessels under pressure) to be inspected and tested. The inspection authority shall conduct a full audit of the facilities contained in the attached schedule, to ensure that all items contained in the OHS Act definition for pressure equipment are included in the list, and that all items falling outside the definition of pressure equipment are removed from the list.

5.2 The inspection authority shall then arrange with the relevant staff at the institution that the pressure equipment are made available for inspection and testing at a mutually acceptable time to prevent unnecessary disruptions.

5.2.1 Bidders should note that all Dental clinics are fully booked and any pressure testing might have to take place after hours by prior arrangements. Bidders can supply the Dentistry with a temporary medical air supply while pressure testing the installed equipment.

5.3 For any pressure equipment requiring re-certification i.e. loss of data plate, or whenever downgrading to a lower pressure is strictly necessary as a result of in service caused weaknesses, i.e. severe corrosion etc., the relevant person in authority at the institution shall be immediately informed of such situations, for authorization to proceed with whichever the least costly, quickest and safest solution is available.

5.3.1 Either activities above specified where required, shall have to be undertaken in accordance to the Code of Practice SANS 10227: 2012 (latest edition) and code of manufacture as revealed on the data plate.

5.3.2 Upon completion of a repair or modification, the inspection authority shall issue a certificate of continuance, to enable the pressure equipment to be put back safely into service in accordance to the original design conditions as displayed on the data plate.

5.4 Where minor repairs are required to return a vessel to full compliance with the OHS Act, e.g. replacement of a pressure gauge, replacement of a drain valve or replacement of a pressure release valve, it must be discussed with the responsible person/facility manager at the institution, and this shall be replaced with his permission. Replacement of items not listed in the price schedules shall be limited to R7000.00 per event. It will be the responsibility of the successful bidder to remove and/or discard all replaced materials and spares.

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5.5 The inspection authority shall then proceed to inspect and test the pressure vessels in accordance with all requirements as contained in the Vessels under Pressure Regulations of the OHS Act (latest amendment).

5.6 On completion of the pressure test the equipment will be restored to working order. Staff at the facility will witness the functionality of the equipment on completion. Payment will only be affected if the above is verified by the staff at the establishment i.e. the sign-off of a detailed comprehensive job card and tick sheet. The job card and tick sheet shall entail the working condition of the equipment prior and after pressure vessel testing.

5.7 All vessels that are not considered acceptable for continued use, shall immediately be reported to the Chief Engineer as well as the person in authority at the institution for immediate alternative arrangements. For all vessels found safe for continued use, an inspection report shall be completed

and signed by the inspection authority's competent person. The inspection report shall include the inspection results, the areas displaying deterioration and where applicable the extent of repairs/modifications that were undertaken in order to restore its integrity. A wall thickness chart plus sketch revealing gauging points shall at all times irrespective of the statement compiled, and this shall be attached to the technical report.

5.7.1 A preliminary report revealing the extent of deterioration and remedy action required together with digital photos, shall be sent the following day after the inspection has taken place, by e-mail to the WCGHW Engineering and Technical Support Services (referred to as Engineering), to enable them to appoint an approved supplier capable of restoring the integrity of such vessels.

5.7.2 The inspection authority shall, upon instruction received from the institutions and prior to any official appointment of a repairer, be in a position to assess the various quotations for their approval, to ensure the selected bidder meets the requirements of the codes specified in paragraph 5.3.1.

5.8 The inspection authority empowered by the Pressure Equipment Regulations of the ACT, shall upon request from the Department, consider the approval of exemptions from pressure testing, for periods of time and conditions to be agreed upon, of all those vessels for which the initial inspection and testing may reveal no weaknesses, and where the likelihood of deterioration through corrosion may show to be remote.

5.9 The inspection authority shall maintain a database of all pressure vessels at each facility. The database shall be in a format acceptable to the Department and shall as a minimum contain:

(i) Name of Institution;
(ii) Pressure vessel identification;
(iii) Pressure vessel location;
(iv) Maximum permissible operating pressure
(v) Test pressure
(vi) Volume of vessel
(vii) Date manufactured
(viii) Date of inspection and test, and
(ix) Results of inspection and testing.

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This database shall be made available to the Department in an electronic format on completion of the contract.

5.10 A complete inspection report in the format of Annexure B will be issued by the Contractor for every Vessel under pressure.

5.11 Prepare steam generators for inspection where required.

6. Obligations of the Service Provider

6.1 The Contractor must render the Services in a proper and professional manner taking into consideration the standard of professional and ethical competence and integrity expected of professionals rendering the type of Services required. In doing so the Contractor –

6.1.1 must exercise reasonable skill, care and diligence in performing the Services;

6.1.2 ensure that the Services are performed in accordance with the levels of Service and specifications required by the Department;

6.1.3 report, in the manner requested by the Department, on the Services rendered or any aspect related thereto; and

6.1.4 for the duration of this Contract not act in any manner that conflicts with the Department's interests, or which may bring it or the Department in disrepute.

6.2 The Contractor must ensure that its workers and employees at all times, and whilst performing the Services, wear the necessary protective gear and identifiable clothing with company logo and identifiable name tag and that they take the necessary precautions to avoid injuries and/or contracting any illnesses as a result of their rendering of the Services.

6.3 The Contractor must comply with all applicable legislation and industry standards and requirements which are relevant to the rendering of the Services, including, but not limited to, the provisions of the Occupational Health and Safety Act 85 of 1993 ("OHSA") and its regulations (latest amendment), as well as the Compensation for Occupational Injuries and Diseases Act 130 of 1993 ("COIDA") and its regulations (collectively referred to as "the Legislation").

6.4 The Contractor warrants its full compliance with the provisions of the OHSA and, in specific, its General Safety Regulations, 1986 and Pressure Equipment Regulations, 2009 (latest amendment). The Contractor is aware of the provisions of section 37 of the OHS Act and the scope of their liability as an employer and is mandatary.

6.5 If the Department becomes aware of the Contractor's non-compliance with any of the provisions of the Legislation, the Department may, in writing, instruct the Contractor to -

6.5.1 stop the implementation of the Services, until the Department is satisfied that the Contractor's contravention was rectified;

6.5.2 ensure compliance with the Legislation, within a stipulated period; and/or

6.5.3 vacate and exit the Department's premises.

6.6 Any delay caused in the rendering of the Services by the Contractor's non- compliance with the Legislation, will be at the Contractor's risk and for the Contractor's account.

6.7 The Contractor must when instructed by the Department, Department Engineering Technical and Support Services:

6.7.1 execute specific ad hoc tasks related to the Services;

6.7.2 attend and actively participate in meetings; and

6.7.3 ensure that sufficient evidence is provided of the Services rendered.

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7. Contract Period

The contract period shall be for a duration of three (3) years and shall commence on a date to be determined and communicated by the Department to the successful bidder.

It must be understood that the Department does not bind itself to the purchase of any estimated quantity.

The Department further reserves the right to award the bid to a single entity or award portions of the contract to different entities.

8. Preamble to Price Schedules

The prices quoted shall be a net price per pressure equipment (vessels under pressure). An additional amount shall be quoted for the re-certification of a vessel, when follow up of repairs are to be warranted when and where required. No travel or accommodation costs will be allowed within a 70 km radius from the main hub, Karl Bremer Hospital of a geographical area i.e.:

- In the Cape Metro area, but for work outside the Metro, a travel and accommodation rate shall be quoted.
- Garden Route/Central Karoo
- West Coast
- Winelands Overberg

Where minor repairs are required, replacement parts can be invoiced at cost plus percentage mark-up as indicated in Price Schedule. The basic contract price shall be effective for the duration of the contract. Bid price must include Value Added Tax.

The work actually executed will be re-measured after execution and the final Price Schedule prepared from such measurements will be priced at the unit rates inserted herein by the Bidder or at rates proportionate thereto.

The cost of complying with all the conditions, obligations and liabilities described in the Conditions of Contract and Specification will be deemed to be spread over and included in the prices stated in this Schedule, unless expressly the subject of a specific item. The Contractor shall have no claim for further payment in respect of any work or method of execution, which may be described or implied in the Contract, although apparently no corresponding item is given in the Price Schedule. Additional rates, however, can be attached to the bid where deemed necessary by the Bidder as an Annexure.

General directions and descriptions of work and material given in the Specifications are not repeated in the Price Schedule. Reference shall be made to the Specifications and General Conditions of Contract for this information.

The net measurement of the finished work in place will always be taken except where otherwise specified.

Any re-work to be done by the Contractor will be done at their own account (e.g. Any damage or malfunction caused as a result of pressure testing equipment).

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9. Invoicing and Payments

9.1 Invoices bearing the contract number, quantity of pressure vessels inspected and tested and/or re-certified, and cost shall be handed in when inspections and tests at an institution is affected. Where minor repairs were affected, details of parts used and costs must be included. These parts as well as details of the associated labour shall be detailed on a job card to be signed off by the Facility's Technical Representative / Manager.

9.2 The Department shall, upon satisfactory delivery of the Services, pay the Contractor.

9.3 The prices stated in the Pricing Schedule are inclusive of 15% value added tax as well as of all costs associated with the Services and includes transport and labour costs.

9.4 Subject to the provisions of this clause, the Department shall pay the said amounts within 30 (thirty) Calendar Days of receipt of a valid detailed and correct tax invoice from the Contractor and written confirmation from the Department that the Services were rendered satisfactorily during the invoice period.

9.5 The following details must be reflected on the Contractor's invoice:

9.1.1 total amount payable with reference to the specific Services that has been rendered;
9.1.2 the date of the Services rendered;
9.1.3 the invoice number;
9.1.4 Department's order number; and
9.1.5 the amount VAT payable.

9.6 The Department will verify the correctness of a tax invoice and notify the Contractor of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. If the Department identifies any material discrepancies, the tax invoice will be referred back to the Contractor, and the amount due will be payable within 30 (thirty) Calendar days from receipt of a corrected tax invoice, provided that the provisions of clauses 9.4 and 9.5 have been complied with.

9.7 No payment shall be made in respect of Services that do not comply with the Conditions of Contract and Specification.

10. Action Plan

The Contractor shall within two weeks of appointment provide an "Action Plan" for the supply of inspection services, which should include**:**

- Name of institution (with estimated number of pressure vessels)
- Schedule date for services
- Names of persons (with brief CV and qualifications) who will provide the service.

11. Equipment

11.1 The Contractor shall provide all necessary inspection tools and equipment, blankflanges, gaskets and pressure pumps required to do the inspection and testing.

All above-mentioned test equipment shall for the Contractor's account.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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12. Personnel Qualifications

The successful bidders shall have personnel qualified to the requirements of the OHS Act. This shall include:

- For inspection and testing of pressure vessels the person shall be a SAIW certified competent person as defined in the OHS Act.
- For re-certification, re-grading, repairs inspections shall be carried out by a registered Inspector of Pressurized Equipment (SAQCC – IPE).
- Design verification for purposes of new pressure vessels, re-grading or repairs pertaining to restoration of their integrity in situations of thinning as a result of corrosion deterioration, shall be carried out by a Professional Engineer.
- A qualified fitter with similar experience shall undertake the activities related to the preparation for pressure testing of all vessels.
- All Medical Air Equipment shall be pressure tested by a SAQCC Compressed Industrial and Medical Gas Practitioner.
- For the inspection and testing of autoclaves an autoclave specialist will decommission and prepare the autoclave for pressure testing and commission the autoclave after inspection.

13. Organisation

In the case of repairs and re-certification it is a requirement that the Contractor must be an inspection authority with a valid certificate of approval by the Department of Labour and SANS 10227: 2012 (latest edition) Evaluation of the technical competence of inspection authorities for the certification, recertification, modification or repairs of vessels under pressure).

14. Owner/User Responsibilities

Supply of municipal water and electricity shall be the concerned institution's obligation. Any other sources to do the pressure testing will have to be supplied by the Contractor at an additional cost, invoiced to the Engineering and Technical Support Services.

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15. Schedule of Information

The following questionnaire shall be filled in and completed fully by the bidder, failing which the bid will be considered null and void:

_____

NAME OF FIRM

Firm's postal address: _____

_____

_____

_____

Firm's Head Office address: _____

_____

_____

_____

Firm's Office address (WC): _____

_____

_____

_____

Phone number: _____

Subsidiary Office Address (es): _____

_____

_____

_____

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
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: (a) _____

_____

: (b) _____

_____

PERSONNEL

15.1 Person responsible for Design Review:

Full Name, Qualifications: _____
Experience: _____

15.2 Inspector(s) of Pressurized Equipment (SAQCC IPE):

Full Name, Qualifications: _____
Experience: _____

15.3 Compressed Industrial and Medical Gas Practitioner (SAQCC)

Full Name, Qualifications _____
Experience: _____

15.4 Certified Competent Person(s): SAIW certified competent person

Full Name, Qualifications _____
Experience _____

15.5 Qualified fitter

Full Name, Qualifications:
Experience:

15.6 Autoclave specialist

Full Name, Qualifications:
Experience:

All autoclaves will be decommissioned by an autoclave specialist before any pressure testing or repairs are being done. After repairs or pressure testing the autoclaves will be commissioned by an autoclave specialist in the presence of the technical representative of the Department and the user of the autoclave. Both the autoclave specialist and technical representative of the Department must sign off the Job card and tick sheet.

The autoclave specialist must meet the following requirements;

- Must have at least 5 years' experience in the repair/manufacturing of Autoclaves.
- Experience in Mechanical, Electrical and Electronic fault finding.
- Programming of Autoclaves

Please indicate if the above personnel are fully employed or sub-contracted.

The bidder shall confirm that he / she agrees to the conditions of this contract, particularly **paragraph 5** "Responsibility of Contractor and Specifications".

I agree to these conditions.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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BIDDER'S SIGNATURE

Bid – Part 2

SPECIFICATION FOR THE INSPECTION, RE-CERTIFICATION WHERE NECESSARY,AND TESTING OF STEAM GENERATORS.

1. General

All provisions and requirements shall apply as specified in the bid document of the same number – part 1.

2. Additional Requirements

In addition to the requirements of the bid document part 1, the following requirements shall apply:

2.1 A separate price shall be quoted for inspection of a steam generator.

2.2 Where required by the institutions, an inspection shall be carried out while the steam generators in operation to ensure that the steam line(s) are in good condition, that no steam leaks are present and that steam traps and other devices that determine their efficiency are in good condition.

2.3 Where required a visual internal inspection shall be carried out prior to cleaning of the steam generator to determine the level of scaling. Excessive scaling shall immediately be reported to the person in authority as it indicates incorrect water treatment and has a serious effect on steam generator efficiency. Where excessive scaling is present an acid wash shall be recommended as part of the steam generator cleaning process prior to inspection.

2.4 Steam generator cleaning is conducted by an independent party from the inspection authority, and the duties of the appointed inspection authority prior to the inspection is to instruct the former, of areas that will require thorough cleaning to ensure the accuracy of the inspection results.

2.5 The steam generator inspection shall comply of a thorough visual inspection of all fire and water/steam spaces, crack detection inspection of all scale free and critical welds, inspection of the flue, burner, grating, walkways, associated water pipes and valves, witness the pressure testing and lastly witness the setting of all safety appurtenances during the steam up of the steam generator i.e. low water level alarms, safety relieve valves etc. to ensure that all are functioning correctly.

2.6 On completion of the inspection, a technical report shall be completed and signed off by the Inspection Authority's competent person.

2.7 Requirements of paragraphs 5.6 to 5.7.2 of part 1 of this document will similarly apply to all steam generators inspected.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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ANNEXURE A

Hot Work Permit

Western Cape Government
FOR YOU

This Hot Work Permit is required for any operation or procedure involving open flames and/or which produces heat and/or produces sparks. This includes but is not limited to grinding, 'torch-on' waterproofing, welding or brazing.

This document must be completed by all contractors who perform such tasks that present an inherent fire hazard to the facility and must be completed by the principle contractor responsible for the insurance of the building area/site or their authorized representative. Two copies must be made, one provided for the H&S file on-site and one to the project manager or employer's agent.

Before Starting Hot Work

Any 'N' response to the questions on the checklist should prevent the hot work from taking place until this precaution can be met or the hazard excluded.

Detail of the Hot Works (Employer's Agent)

Date DD / MM / YYYY

Timeframe of Hot Work HH:MM - HH:MM

Bid/Ref Number _____

Location/Building and Floor _____

Employer's Agent _____

Signature _____

Description of Hot Work and Tasks (Contractor's Agent)

_____

_____

_____

_____

_____

_____

_____

Name & Surname of Person Performing Hot Works

_____

I verify the above location has been examined and that the precautions on the required precautions checklist have been taken.

_____

Signature of Person Performing Hot Works

Precautions Checklist (Contractor's Agent)	Yes	No
Available fire extinguishers, hose reels, hydrants and other fire fighting equipment is serviced, operable and available in the immediate area of work.	☐	☐
Hot Work equipment is in good condition.	☐	☐
Within 10m of Hot Work		
Flammable liquids, dust, lint, and oil removed.	☐	☐
Explosive atmosphere in area eliminated.	☐	☐
Floors and surfaces are swept and clean.	☐	☐
Combustible surfaces wet down, covered with damp sand or fire-resistant materials.	☐	☐
Other combustible materials removed or covered with non-combustible shielding or sheeting.	☐	☐
All wall, floor and roof openings covered or closed.	☐	☐
Work on Walls, Ceilings or Enclosed Areas		
Combustibles on other side of wall moved.	☐	☐
Eliminate risk if fire danger due to heat conduction.	☐	☐
Any containers purged of flammable substances.	☐	☐
Fire Watch / Hot Work Area Monitoring		
Fire watch will be provided during and for 30min after work is completed including any breaks.	☐	☐
Additional Fire watch will be stationed for adjoining areas, above and below the work area where one fire watch would not be adequate to quickly spot a fire.	☐	☐
There will be enough fire watch members to relieve others during breaks.	☐	☐
Suitable fire extinguisher available to fire watch.	☐	☐
Fire watch is trained in the use of the fire extinguishing equipment and fire detectors in the immediate area have been covered to prevent false alarms.	☐	☐

If any item is ticked 'No' the hot work cannot proceed as scheduled. Please contact the employer's agent.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
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ANNEXURE B

EXAMPLES OF TYPICAL PRESSURE VESSEL INSPECTION- AND TEST RECORDS.

THE REPORTS DO NOT NEED TO BE IN THE EXACT FORMAT, BUT ALL DATA CONTAINED IN THE ATTACHED NEEDS TO BE REFLECTED.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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ANNEXURE B **PRESSURE VESSEL INSPECTION AND TEST RECORD**

Reference no: Page 1 of 2

Owner/User			**INSPECTION DATE**			
Location of Equipment						
Manufacturer						
Equipment No	**REASON FOR INSPECTION:**					
Code of Manufacture			Internal Inspection			
Year of manufacture			Re-erection			
Last Inspection Date			Post Repair			
Last Test Pressure Date			Statutory Examination			
MPOP			Periodic (36 months)			
Test Pressure			**Description of Vessel**			
Capacity						
Place of Erection						
1.0 Inspection Item		**DESCRIPTION OF FINDINGS**				
1.1 Internal Surfaces	Shell					
	Dome					
1.2 External Surfaces	Jacket side					
1.3 Seam Welds						
1.4 Nozzles/Sockets						
1.5 Flange Face						
1.6 Supports/Concrete base						
1.7 Pressure Gauge (Refer to red mark on MPOP)						
1.8 Safety Relieve Valve set in position at						
1.9 Locking Mechanism						
1.10 Pressure testing	**Testing Parameters**					
	Medium	Temp. (°C)	PG Identification	Calibration Date	Pressure (kPa)	
1.10.1 Result						
1.11 Other e.g. Gaskets, O-Rings, Valves etc.						
1.12 Recommendations						
1.13 Conclusion						
Inspector:	**At:**					
IPE/PV/BO/SAQCC Ref:	**Date**					

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00
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WALL THICKNESS INSPECTION AND TEST RECORD

Reference no:

Owner/User		**INSPECTION DATE**
Location of Equipment		
Equipment No:		Description

Actual Inspection Date:		Next Inspection Date:		Next Inspection Date:		Next Inspection Date:		Meta l Loss (mm)	CR (mm/year)	RL (Years)
GP	Thick (mm)	GP	Thick (mm)	GP	Thick (mm)	GP	Thick (mm)			
1.										
2.										
3.										
4.										
5.										
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28.										

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

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Inspector:	**At:**	
IPE/PV/BO/SAQCC Ref:	**Date**	

ANNEXURE C

PRICING SCHEDULES

Note: Please ensure that your costing is correct as corrections cannot be made after bid closing. Note – **Failure to price all items in the pricing schedules will disqualify your bid.**

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

2027-02-05

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WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

PRICE SCHEDULE: (VAT EXCLUDED)

METRO REGION: INSPECTION AND TESTING OF VESSELS UNDER PRESSURE IN ACCORDANCE WITH THE OHS Act. RATES WILL INCLUDE 12 MONTHLY VISUAL INSPECTIONS WHERE APPLICABLE.

Items will include stripping, testing and re-instating as set out in the specification. The updating of attached schedule and the compilation of test reports.

The facilities and quantities in this provisional pricing schedule are an indication only of the works to be executed and are subject to remeasurement and under no circumstances an indication of the extent of the work to be performed. Rates will remain fixed and will form the basis of all remeasurements; thus this is not a fixed price contract and will vary depending on the quantities. This provisional pricing schedule forms the basis for competitive bidding.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Alexandra Hospital				
1.1	Air receiver (400-1000L)	Item	1		
1.2	Steam jacketed cooking pot	Item	6		
1.3	Twin chamber Steam generator (15-100L)	Item	4		
2	Brooklyn Chest Hospital				
2.1	Autoclave with steam generator (20-400L)	Item	1		
2.2	Twin chamber Steam generator (15-100L)	Item	1		
2.3	Steam jacketed cooking pot	Item	3		
3	Bishop Lavis DC				
3.1	Dental Compressor (15-150L)	Item	1		
4	Clinical Engineering Goodwood				
4.1	Air receiver (10-400L)	Item	1		
4.2	Desktop Autoclave (10-50L)	Item	50		
5	Crossroads DC				
5.1	Dental Compressor (15-150L)	Item	1		
6	Conradie Orthopedic workshops				
6.1	Air receiver (401-1000L)	Item	1		
7	Delft DC				
7.1	Dental Compressor (15-150L)	Item	1		
8	Dirkie Uys DC-Goodwood				
8.1	Dental Compressor (15-150L)	Item	1		
9	District 6 CDC				
9.1	Dental Compressor (15-150L)	Item	1		
10	Dunoon DC				
10.1	Dental Compressor (15-150L)	Item	1		
11	Elsies River DC				
11.1	Dental Compressor (15-150L)	Item	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
12	Eros DC-Athlone				
12.1	Dental Compressor (15-150L)	Item	1		
13	Eersteriver Hospital				
13.1	Autoclave with steam generator (20-400L)	Item	5		
13.2	Steam generator (15-100L)	Item	2		
13.3	Medical Air receiver (400-1000L)	Item	1		
13.4	Air receiver (10-400L)	Item	1		
14	False Bay Hospital				
14.1	Autoclave with steam generator (20-400L)	Item	3		
14.2	Dental Compressor (15-150L)	Item	1		
15	Fisantekraal CDC				
15.1	Dental Compressor (15-150L)	Item	1		
16	Gustrouw DC-Strand				
16.1	Dental Compressor (15-150L)	Item	1		
17	Hanover Park DC				
17.1	Dental Compressor (15-150L)	Item	1		
18	Heideveld DC				
18.1	Autoclave (20-400L)	Item	1		
18.2	Steam generator (15-100L)	Item	1		
18.3	Dental Compressor (15-150L)	Item	1		
18.4	Medical Air receiver (400-1000L)	Item	1		
19	Hope Street DC-CT				
19.1	Dental Compressor (15-150L)	Item	2		
20	Helderberg Hospital				
20.1	Autoclave with steam generator (20-400L)	Item	3		
20.2	Medical Air receiver (401-1000L)	Item	1		
20.3	Air receiver (401-1000L)	Item	1		
21	Ikhwezi DC-Strand				
21.1	Dental Compressor (15-150L)	Item	1		
22	Karl Bremer Hospital				
22.1	Autoclave (20-400L)	Item	7		
22.2	Steam generator built into Auto clave (20-100L)	Item	6		
22.3	Steam generator (15-100L)	Item	4		
22.4	Air receiver (10-400L)	Item	6		
22.5	Medical Air receiver (401-1000L)	Item	2		
22.6	Steam jacketed cooking pot	Item	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
23	Khayelitsha (Site B) MOU				
23.1	Autoclave (20-400L)	Item	2		
23.2	Steam generator (15-100L)	Item	2		
23.3	Medical Air receiver (1001-1500L)	Item	1		
23.4	Dental Compressor (15-150L)	Item	1		
24	Khayelitsha District Hospital				
24.1	Autoclave (20-400L)	Item	7		
24.2	Steam generator (15-100L)	Item	11		
24.3	Steam jacketed cooking pot	Item	5		
24.4	Air receiver (10-400L)	Item	5		
24.5	Medical Air receiver (401-1000L)	Item	1		
24.6	Air receiver (401-1000L)	Item	3		
25	Mitchells Plain District Hospital				
25.1	Autoclave (20-400L)	Item	5		
25.2	Steam generator (15-100L)	Item	6		
25.3	Steam jacketed cooking pot	Item	2		
25.4	Medical Air receiver (401-1000L)	Item	2		
26	Lady Michaelis DC				
26.1	Dental Compressor (15-150L)	Item	1		
27	Lentegeur Hospital				
27.1	Autoclave (20-400L)	Item	2		
27.2	Steam generator built into Auto clave (20-100L)	Item	1		
27.3	Steam generator (15-100L)	Item	4		
27.4	Air receiver (401-1000L)	Item	2		
27.5	Air receiver (10-400L)	Item	2		
27.6	Mobile Dental Compressor (15-150L)	Item	2		
28	Lotus River DC				
28.1	Dental Compressor (15-150L)	Item	1		
29	Macassar DC				
29.1	Dental Compressor (15-150L)	Items	2		
30	Maitland DC				
30.1	Dental Compressor (15-150L)	Items	3		
31	Michael M DC				
31.1	Dental Compressor (15-150L)	Item	1		
31.2	Medical Air receiver (401-1000L)	Item	1		
32	Mowbray Maternity				
32.1	Autoclave with steam generator (20-400L)	Item	3		
32.2	Twin chamber steam generator (15-100L)	Item	1		
32.3	Air receiver (401-1000L)	Item	4		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
32.4	Medical Air receiver (401-1000L)	Item	2		
32.5	Steam jacketed cooking pot	Item	2		
33	Observatory Forensic Pathology Institute				
33.1	Air Receiver (1000L)	Item	1		
33.2	Nitrogen Receiver (1500L)	Item	1		
34	Protea CDC (Atlantis)				
34.1	Dental Compressor (15-150L)	Item	1		
35	Mfuleni Container DC				
35.1	Dental Compressor (15-150L)	Item	1		
36	Reed Street DC-Bellville				
36.1	Dental Compressor (15-150L)	Item	1		
37	Retreat DC				
37.1	Dental Compressor (15-150L)	Items	3		
37.2	Autoclave (20-400L)	Item	6		
37.3	Steam generator built into Auto clave (20-100L)	Item	1		
37.4	Steam generator (15-100L)	Item	5		
37.5	Air receiver (10-400L)	Item	2		
37.6	Air receiver (401-1000L)	Item	2		
38	Red Cross Children Hospital				
38.1	Medical Air receiver (401-1000L)	item	4		
38.2	Medical Air receiver (1001-1500L)	item	2		
38.3	Air receiver (10-400L)	item	5		
38.4	Autoclave with steam generator (20-400L)	item	10		
38.5	Steam jacketed cooking pot	item	2		
39	Stikland Hospital				
39.1	Steam jacketed cooking pot	Item	6		
39.2	Water tube steam generator (Supply kitchen)	Item	1		
40	Strand Boland Bank DC				
40.1	Dental Compressor (15-150L)	Item	1		
41	Symphony Way DC				
41.1	Dental Compressor (15-150L)	Item	1		
42	Somerset Hospital				
42.1	Autoclave with steam generator (20-400L)	item	5		
42.2	Air receiver (401-1000L)	item	5		
42.3	Medical Air receiver (401-1000L)	item	2		
43	Valkenburg Hospital				
43.1	Steam generator (15-100L)	Item	3		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
43.2	Steam jacketed cooking pot	Item	5		
43.3	Air receiver (10-400L)	Item	2		
44	Vanguard DC				
44.1	Dental Compressor (15-150L)	Item	1		
45	Victoria Hospital				
45.1	Autoclave (20-400L)	Item	3		
45.2	Air receiver (10-400L)	Item	1		
45.3	Medical Air receiver (401-1000L)	Item	1		
46	Wesfleur Hospital (Atlantis)				
46.1	Autoclave (20-400L)	Item	3		
46.2	Steam generator built into Auto clave (20-100L)	Item	1		
46.3	Steam generator (15-100L)	Item	1		
46.4	Air receiver (10-400L)	Item	1		
46.5	Medical Air receiver (401-1000L)	Item	2		
46.6	Dental Compressor (15-150L)	Item	1		
47	Westridge DC 1				
47.1	Dental Compressor (15-150L)	Item	1		
48	Workshop 1				
48.1	Dental Compressor (15-150L)	Item	2		
49	Workshop 2 and 3				
49.1	Dental Compressor (15-150L)	Item	1		
50	Unit prices for additional work. To be approved in writing before commencement				
50.1	Traveling	Km	3500		
50.2	Accommodation inclusive of S&T	day	15		
50.3	9-hour day rate: Team (Artisan & labourer)	day	25		
50.4	9-hour day rate: AIA inspector	day	10		
50.5	9-hour day rate: SAQCC Medical Gas Practitioner	day	10		
50.6	9-hour day rate: Qualified Fitter	day	10		
50.7	9-hour day rate: Autoclave Specialist	day	10		
50.8	Coded welder	hour	40		
50.9	Certification of vessel, including supply and fitting of name plate	Item	30		
50.10	Re-certification of vessel	item	20		
50.11	Allowance for spares at proven cost 15 % See the list of typical spares at the end of the Price Schedules	-----	------	--------	R60 000.00
	Inspection and testing of vessels under pressure in accordance with the OHS Act. Rates will include 12 monthly visual inspections where applicable. Items will include stripping, testing and re-instating as set out in the specification, the updating of equipment schedules and the compilation of test reports.				

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
50.12	Autoclave (20-400L)	Item	5		
50.13	Desktop Autoclave (smaller than 100L)	Item	5		
50.14	Steam generator built into Auto clave (20-100L)	Item	5		
50.15	Steam generator (15-100L)	Item	5		
50.16	Steam jacketed cooking pot	Item	5		
50.17	Dental Compressor (15-150L)	Item	5		
50.18	Medical Air receiver (401-1000L)	Item	5		
50.19	Air receiver (10-400L)	Item	5		
50.20	Air receiver (401-1000L)	Item	5		
Sub-Total for Metro Region carried forward to Price Schedule summary (VAT exclusive)					

ALL CORRECTIONS TO BE SIGNED IN FULL BY BIDDER

THE ABOVE RATES WILL BE USED TO LIMIT OR EXTEND THIS CONTRACT

N.B. THIS BID WILL NOT BE CONSIDERED UNLESS

THE COMPLETED SCHEDULES ARE SUBMITTED WITH THE BID.

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

2027-02-05

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

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

PRICE SCHEDULE: (VAT EXCLUDED)

EDEN / CENTRAL KAROO REGION: INSPECTION AND TESTING OF VESSELS UNDER PRESSURE IN ACCORDANCE WITH THE OHSA. RATES WILL INCLUDE 12 MONTHLY VISUAL INSPECTIONS WHERE APPLICABLE

Items will include stripping, testing and re-instating as set out in the specification. The updating of attached schedule and the compilation of test reports.

The facilities and quantities in this provisional pricing schedule are an indication only of the works to be executed and are subject to remeasurement and under no circumstances an indication of the extent of the work to be performed. Rates will remain fixed and will form the basis of all remeasurements; thus, this is not a fixed price contract and will vary depending on the quantities. This provisional pricing schedule forms the basis for competitive bidding.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Albertinia DC				
1.1	Dental compressor (15-150L)	Item	1		
2	Beaufort West Hospital				
2.1	Autoclave (20-400L)	Item	3		
2.2	Steam generator (15-100L)	Item	3		
2.3	Air receiver (10-400L)	Item	2		
2.4	Medical Air receiver (1001-1500L)	Item	1		
2.5	Dental compressor (15-150L)	Item	1		
3	Conville DC George				
3.1	Dental compressor (15-150L)	Item	1		
4	Hillside DC & Beaufort West CDC				
4.1	Dental compressor (15-150L)	Item	2		
5	Ladismith (Alan Blyth) Hospital				
5.1	Autoclave (20-400L)	Item	2		
5.2	Steam generator (15-100L)	Item	2		
6	Ladismith NHI				
6.1	Dental compressor (15-150L)	Item	1		
7	Laingsburg Hospital				
7.1	Autoclave (20-400L)	item	1		
7.2	Steam generator (15-100L)	Item	1		
7.3	Dental compressor (15-150L)	Item	1		
8	Murraysburg Hospital				
8.1	Autoclave (20-400L)	Item	1		
8.2	Steam generator (15-100L)	Item	1		
8.3	Air receiver (10-400L)	Item	1		
9	Nelspoort Hospital				
9.1	Air receiver (10-400L)	Item	1		
9.2	Steam generator (15-100L)	Item	4		
9.3	Steam jacketed cooking pot	Item	4		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
10	George Hospital				
10.1	Autoclave (20-400L)	Item	8		
10.2	Steam generator (15-100L)	Item	8		
10.3	Air receiver (10-400L)	Item	4		
10.4	Medical Air receiver (1001-1500L)	Item	2		
10.5	Steam jacketed cooking pot	Item	2		
11	George EMS & Workshops				
11.1	Air receiver (1001-1500L)	Item	1		
12	Great Brakriver DC				
12.1	Dental compressor (15-150L)	Item	1		
13	Harry Comay				
13.1	Air receiver (1001-1500L)	Item	1		
14	Heidelberg DC				
14.1	Dental compressor (15-150L)	Item	1		
15	Knysna Hospital				
15.1	Autoclave (20-400L)	Item	2		
15.2	Steam generator (15-100L)	Item	2		
15.3	Air receiver (10-400L)	Item	2		
15.4	Medical Air receiver (1001-1500L)	Item	2		
16	Knysna CDC				
16.1	Dental compressor (15-150L)	Item	1		
17	Mossel Bay Hospital				
17.1	Autoclave (20-400L)	Item	3		
17.2	Steam generator (15-100L)	Item	3		
17.3	Medical Air receiver (401-1000L)	Item	1		
17.4	Air receiver (10-400L)	Item	2		
17.5	Dental compressor (15-150L)	Item	1		
18	Oudtshoorn Hospital				
18.1	Autoclave (20-400L)	Item	2		
18.2	Steam generator (15-100L)	Item	2		
18.3	Medical Air receiver (401-1000L)	Item	1		
18.4	Air receiver (10-400L)	Item	1		
18.5	Steam jacketed cooking pot	Item	2		
18.6	Dental compressor (15-150L)	Item	1		
19	Plettenberg Bay CHC				
19.1	Autoclave (20-400L)	Item	1		
19.2	Steam generator (15-100L)	Item	1		
19.3	Dental compressor (15-150L)	Item	2		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
20	Plettenberg - Kwanokuthula DC				
20.1	Dental compressor (15-150L)	Item	1		
21	Prince Albert Hospital				
21.1	Autoclave (20-400L)	Item	2		
21.2	Steam generator (15-100L)	Item	2		
21.3	Dental compressor (15-150L)	Item	1		
22	Riversdale Hospital				
22.1	Autoclave (20-400L)	Item	2		
22.2	Steam generator (15-100L)	Item	6		
22.3	Steam jacketed cooking pot	Item	3		
22.4	Medical Air receiver (401-1000L)	Item	1		
22.5	Dental compressor (15-150L)	item	1		
22.6	Air receiver (10-400L)	Item	1		
23	Riversdale NHI at Riversdale Hospital				
23.1	Dental compressor (15-150L)	Item	1		
23	Uniondale Hospital				
23.1	Autoclave (20-400L)	Item	1		
23.2	Steam generator (15-100L)	Item	1		
24	Unit prices for additional work. To be approved before commencement				
24.1	Traveling	km	8000		
24.2	Accommodation inclusive of S&T	day	15		
24.3	9-hour day rate: Team (Artisan & labourer)	day	15		
24.4	9-hour day rate: AIA inspector	day	10		
24.5	9-hour day rate: SAQCC Medical Gas Practitioner	day	10		
24.6	9-hour day rate: Qualified Fitter	day	10		
24.7	9-hour day rate: Autoclave Specialist	day	10		
24.8	Coded welder	hour	40		
24.9	Certification of vessel, including supply and fitting of name plate	Item	20		
24.10	Re-certification of vessel	Item	10		
24.11	Allowance for spares at proven cost + 15% See the list of typical spares at the end of the Price Schedules	-----	----	---------	R45 000.00
	Inspection and testing of vessels under pressure in accordance with the OHS Act. Rates will include 12 monthly visual inspections where applicable. Items will include stripping, testing and re-instating as set out in the specification, the updating of equipment schedules and the compilation of test reports.				
24.12	Autoclave (20-400L)	Item	5		
24.13	Desktop Autoclave (smaller than 100L)	Item	5		
24.14	Steam generator built into Auto clave (20-100L)	Item	5		
24.15	Steam generator (15-100L)	Item	5		

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
24.16	Steam jacketed cooking pot	Item	5		
24.17	Dental Compressor (15-150L)	Item	5		
24.18	Medical Air receiver (401-1000L)	Item	5		
24.19	Air receiver (10-400L)	Item	5		
24.20	Air receiver (401-1000L)	Item	5		
Sub-Total for Eden/ Central Karoo forward to price schedule summary (VAT exclusive)					

ALL ALTERATIONS TO BE SIGNED IN FULL BY BIDDER

THE ABOVE RATES WILL BE USED TO LIMIT OR EXTEND THIS CONTRACT

N.B. THIS BID WILL NOT BE CONSIDERED UNLESS THE COMPLETED SCHEDULES ARE SUBMITTED WITH THE BID.

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

2027-02-05

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

E SCHEDULE: (VAT EXCLUDED)

WEST COAST REGION: INSPECTION AND TESTING OF VESSELS UNDER PRESSURE IN ACCORDANCE WITH THE OHS Act

Items will include stripping, testing and re-instating as set out in the specification. The updating of attached schedule and the compilation of test reports.

The facilities and quantities in this provisional pricing schedule are an indication only of the works to be executed and are subject to remeasurement and under no circumstances an indication of the extent of the work to be performed. Rates will remain fixed and will form the basis of all remeasurements, thus this is not a fixed price contract and will vary depending on the quantities. This provisional pricing schedule forms the basis for competitive bidding.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Citrusdal Hospital				
1.1	Autoclave (20-400L)	Item	2		
1.2	Steam generator built into Auto clave (20-100L)	Item	1		
1.3	Air receiver (10-400L)	Item	2		
1.4	Steam generator (15-100L)	Item	5		
2	Clanwilliam Hospital				
2.1	Autoclave (20-400L)	Item	1		
2.2	Steam generator built into Auto clave (20-100L)	Item	1		
2.3	Air receiver (10-400L)	Item	1		
3	Velddrif DC				
3.1	Dental compressor (15-150L)	Item	1		
4	Vredendal Hospital				
4.1	Autoclave (20-400L)	Item	2		
4.2	Steam generator built into Auto clave (20-100L)	Item	2		
4.3	Air receiver (10-400L)	Item	1		
4.4	Air receiver (401-1000L)	Item	1		
4.5	Medical Air receiver (401-1000L)	Item	2		
5	Lalie Cleophas DC-Hopefield				
5.1	Dental compressor (15-150L)	Item	1		
6	Lapa Munnik Hospital (Porterville)				
6.1	Autoclave (20-400L)	Item	4		
6.2	Steam generator built into Auto clave (20-100L)	Item	1		
6.3	Steam generator (15-100L)	Item	1		
6.4	Mobile Dental compressor (15-150L)	Item	1		
7	Moorreesburg DC				
7.1	Dental compressor (15-150L)	Item	1		
8	Radie Kotze Hospital (Piketberg)				
8.1	Autoclave (20-400L)	Item	2		
8.2	Steam generator built into Auto clave (20-100L)	Item	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
8.3	Dental compressor (15-150L)	Item	1		
9	Swartland Hospital				
9.1	Autoclave (20-400L)	Item	2		
9.2	Steam generator built into Auto clave (20-100L)	Item	2		
9.3	Air receiver (10-400L)	Item	2		
9.4	Medical Air receiver (401-1000L)	Item	2		
9.5	Steam jacketed cooking pot	Item	2		
10	Paarl Hospital				
10.1	Autoclave (20-400L)	Item	8		
10.2	Steam generator built into Auto clave (20-100L)	Item	9		
10.3	Air receiver (10-400L)	Item	4		
10.4	Medical Air receiver (larger than1500L)	Item	1		
10.5	Steam jacketed cooking pot	Item	4		
11	Idas valley DC-Stellenbosch				
11.1	Dental compressor (15-150L)	Item	1		
12	Stellenbosch Hospital				
12.1	Autoclave (20-400L)	Item	2		
12.2	Steam generator built into Auto clave (20-100L)	Item	2		
12.3	Air receiver (10-400L)	Item	2		
12.4	Medical Air receiver (401-1000L)	Item	1		
13	Kraaifontein DC				
13.1	Dental compressor (15-150L)	Item	1		
14	Vredenburg				
14.1	Autoclave (20-400L)	Item	4		
14.2	Steam generator built into Auto clave (20-100L)	Item	2		
14.3	Medical Air Receiver larger than 1500L	Item	1		
14.4	Air receiver (10-400L)	Item	1		
14.5	Steam jacketed cooking pot	Item	2		
14.6	Dental compressor (15-150L)	item	1		
15	Westbank DC- Malmesbury				
15.1	Dental compressor (15-150L)	Item	1		
16	Unit prices for additional work. To be approved before commencement				
16.1	Traveling	km	6000		
16.2	Accommodation inclusive of S&T	day	10		
16.3	9-hour day rate: Team (Artisan & labourer)	day	15		

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
16.4	9-hour day rate: AIA inspector	day	10		
16.5	9-hour day rate: SAQCC Medical Gas Practitioner	day	10		
16.6	9-hour day rate: Qualified Fitter	day	10		
16.7	9-hour day rate: Autoclave Specialist	day	10		
16.8	Coded welder	hour	40 hrs		
16.9	Certification of vessel, including supply and fitting of name plate	Item	15		
16.10	Re-certification of vessel	Item	10		
16.11	All spares will be at proven cost plus 15% See the list of typical spares at the end of the Price Schedules	-----	------	---------	R60 000.00
	Inspection and testing of vessels under pressure in accordance with the OHS Act. Rates will include 12 monthly visual inspections where applicable. Items will include stripping, testing and re-instating as set out in the specification, the updating of equipment schedules and the compilation of test reports.				
16.12	Autoclave (20-400L)	Item	5		
16.13	Desktop Autoclave (smaller than 100L)	Item	5		
16.14	Steam generator built into Auto clave (20-100L)	Item	5		
16.15	Steam generator (15-100L)	Item	5		
16.16	Steam jacketed cooking pot	Item	5		
16.17	Dental Compressor (15-150L)	Item	5		
16.18	Medical Air receiver (40-1000L)	Item	5		
16.19	Air receiver (10-400L)	Item	5		
16.20	Air receiver (401-1000L)	Item	5		
Sub-Total for West Coast Region carried forward to Price Schedule summary (VAT exclusive)					

ALL ALTERATIONS TO BE SIGNED IN FULL BY BIDDER

THE ABOVE RATES WILL BE USED TO LIMIT OR EXTEND THIS CONTRACT

N.B. THIS BID WILL NOT BE CONSIDERED UNLESS THE COMPLETED SCHEDULES ARE SUBMITTED WITH THE BID.

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

2027-02-05

1).....
SIGNED

2).....
SIGNED

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

PRICE SCHEDULE: (VAT EXCLUDED)

WINELANDS / OVERBERG REGION: INSPECTION AND TESTING OF VESSELS UNDER PRESSURE IN ACCORDANCE WITH THE OHSA. RATES WILL INCLUDE 12 MONTHLY VISUAL INSPECTIONS WHERE APPLICABLE.

Items will include stripping, testing and re-instating as set out in the specification. The updating of attached schedules and the compilation of test reports.

The facilities and quantities in this provisional pricing schedule are an indication only of the works to be executed and are subject to remeasurement and under no circumstances an indication of the extent of the work to be performed. Rates will remain fixed and will form the basis of all remeasurements, thus this is not a fixed price contract and will vary depending on the quantities. This provisional pricing schedule forms the basis for competitive bidding.

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Barrydale DC				
1.1	Dental compressor (15-150L)	Item	1		
2	Botrivier				
2.1	Dental compressor (15-150L)	Item	1		
3	Bredasdorp DC				
3.1	Dental compressor (15-150L)	Item	1		
4	Brewelskloof Hospital				
4.1	Autoclave (20-400L)	Item	2		
4.2	Steam generator built into Auto clave (20-100L)	Item	2		
4.3	Steam generator (15-100L)	Item	2		
4.4	Steam jacketed cooking pot	Item	3		
4.5	Air receiver (10-400L)	Item	1		
5	Caledon Hospital				
5.1	Autoclave (20-400L)	Item	3		
5.2	Steam generator built into Auto clave (20-100L)	Item	3		
5.3	Air receiver (10-400L)	Item	2		
5.4	Dental compressor (15-150L)	Item	1		
6	Ceres Hospital				
6.1	Autoclave (20-400L)	Item	3		
6.2	Steam generator built into Auto clave (20-100L)	Item	2		
6.3	Medical Air receiver (401-1000L)	Item	1		
6.4	Steam generator (15-100L)	Item	1		
6.5	Dental compressor (15-150L)	Item	1		
7	Ceres Bella Vista DC				
7.1	Dental compressor (15-150L)	ITEM	1		
8	De Doorns DC				
8.1	Dental compressor (15-150L)	Item	1		
9	Empilisweni DC-Worcester				
9.1	Dental compressor (15-150L)	Item	1		
10	Wolseley DC				
10.1	Dental compressor (15-150L)	Item	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
11	Worcester Eben Donges Hospital				
11.1	Autoclave (20-400L)	Item	7		
11.2	Steam generator built into Auto clave (20-100L)	Item	6		
11.3	Steam generator (15-100L)	Item	10		
11.4	Air receiver (10-400L)	Item	2		
11.5	Medical Air receiver (401-1000L)	Item	2		
11.6	Steam jacketed cooking pot	Item	6		
12	Wellington DC				
12.1	Dental compressor (15-150L)	Item	1		
13	Worcester DC				
13.1	Dental compressor (15-150L)	Item	1		
14	Montagu Hospital				
14.1	Autoclave (20-400L)	Item	3		
14.2	Steam generator built into Auto clave (20-100L)	Item	1		
14.3	Air receiver (10-400L)	Item	1		
15	Montagu Clinic				
15.1	Dental compressor (15-150L)	Item	1		
16	Rawsonville DC				
16.1	Dental compressor (15-150L)	Item	1		
17	Robertson Hospital				
17.1	Autoclave (20-400L)	Item	3		
17.2	Steam generator built into Auto clave (20-100L)	Item	2		
17.3	Air receiver (10-400L)	Item	1		
17.4	Dental compressor (15-150L)	Item	1		
18	Stanford DC				
18.1	Dental compressor (15-150L)	Item	1		
19	Grabouw DC				
19.1	Dental compressor (15-150L)	Item	1		
20	Hawston DC				
20.1	Dental compressor (15-150L)	Item	1		
21	Hermanus Hospital				
21.1	Autoclave (20-400L)	Item	3		
21.2	Steam generator built into Auto clave (20-100L)	Item	2		
21.3	Medical Air receiver larger than 1500L	Item	1		
21.4	Air receiver (401-1000L)	Item	2		
21.5	Dental compressor (15-150L)	Item	1		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
22	Kleinmond / Betty's Bay Clinic				
22.1	Dental compressor (15-150L)	Item	1		
23	Otto Du Plessis Hospital				
23.1	Autoclave (20-400L)	Item	2		
23.2	Steam generator built into Auto clave (20-100L)	Item	2		
23.3	Air receiver (10-400L)	Item	2		
24	Swellendam Hospital				
24.1	Autoclave (20-400L)	Item	3		
24.2	Steam generator built into Auto clave (20-100L)	Item	2		
23.3	Air receiver (10-400L)	Item	2		
23.4	Dental compressor (15-150L)	Item	1		
25	Touwsriver DC				
25.1	Dental compressor (15-150L)	Items	2		
26	Tulbagh DC				
26.1	Dental compressor (15-150L)	Item	1		
27	Villiersdorp DC				
27.1	Dental compressor (15-150L)	Item	1		
28	Unit prices for additional work. To be approved before commencement				
28.1	Traveling	km	8000k		
28.2	Accommodation inclusive of S&T	day	10		
28.3	9-hour day rate: Team (Artisan & labourer)	day	10		
28.4	9-hour day rate: AIA inspector	day	10		
28.5	9-hour day rate: SAQCC Medical Gas Practitioner	day	10		
28.6	9-hour day rate: Qualified Fitter	day	10		
28.7	9-hour day rate: Autoclave Specialist	day	10		
28.8	Coded welder	hour	40		
28.9	Certification of vessel, including supply and fitting of name plate	Item	20		
28.10	Re-certification of vessel	Item	15		
28.11	All spares will be at proven cost + 15% See the list of typical spares at the end of the Price Schedules				R45 000.00
	Inspection and testing of vessels under pressure in accordance with the OHS Act. Rates will include 12 monthly visual inspections where applicable. Items will include stripping, testing and re-instating as set out in the specification, the updating of equipment schedules and the compilation of test reports.				
28.12	Autoclave (20-400L)	Item	5		
28.13	Desktop Autoclave (smaller than 100L)	Item	5		
28.14	Steam generator built into Auto clave (20-100L)	Item	5		
28.15	Steam generator (15-100L)	Item	5		
28.16	Steam jacketed cooking pot	Item	5		
28.17	Dental Compressor (15-150L)	Item	5		

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
28.18	Medical Air receiver (401-1000L)	Item	5		
28.19	Air receiver (10-400L)	Item	5		
28.20	Air receiver (401-1000L)	Item	5		
Sub-Total for Winelands Overberg Region carried forward to Price Schedule summary (VAT exclusive)					R

ALL ALTERATIONS TO BE SIGNED IN FULL BY BIDDER

THE ABOVE RATES WILL BE USED TO LIMIT OR EXTEND THIS CONTRACT

N.B. THIS BID WILL NOT BE CONSIDERED UNLESS THE COMPLETED SCHEDULES ARE SUBMITTED WITH THE BID.

List of typical spares that will be required

1. Steam Pots

The following safety valves are generally used:

- ½-inch, 250 kPa safety valve.
- ½-inch, 100 kPa safety valve.

2. Autoclaves

Safety valves:

- ½-inch or ¾-inch, 350 kPa safety valve.

Heating elements: Depending on the autoclave configuration, the following elements are used:

- 3 × 2 kW elements with a length of 400mm.
- 3 × 4 kW elements with a length of 575mm.
- 1¼-inch, 3 × 2 kW elements with a length of 390mm.

3. Graphite Gasket Specifications

The following gasket specifications are generally used:

Gasket for 1¼-inch, 3 × 2 kW elements

- Outside diameter: 60 mm
- Inside diameter: 43 mm
- Thickness: 3 mm
- Material: Topgraph 2000 graphite gasket

Gasket for 3 × 2 kW and 3 × 4 kW elements

- Outside diameter: 80 mm
- Inside diameter: 58 mm
- Thickness: 3 mm
- Material: Topgraph 2000 graphite gasket

Gasket 1

- Outside diameter: 382 mm
- Inside diameter: 290 mm
- Thickness: 3 mm
- Number of holes: 12
- Hole diameter: 11 mm
- Pitch Circle Diameter (PCD): 350 mm
- Material: Topgraph 2000 graphite gasket

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

2027-02-05

1).....
SIGNED

2).....
SIGNED

Gasket 2

- Outside diameter: 382 mm
- Inside diameter: 290 mm
- Thickness: 3 mm
- Number of holes: 16
- Hole diameter: 11 mm
- Pitch Circle Diameter (PCD): 350 mm
- Material: Topgraph 2000 graphite gasket

Gasket 3

- Outside diameter: 415 mm
- Inside diameter: 310 mm
- Thickness: 3 mm
- Number of holes: 12
- Hole diameter: 13 mm
- Pitch Circle Diameter (PCD): 370 mm
- Material: Topgraph 2000 graphite gasket

Gasket 4

- Outside diameter: 373 mm
- Inside diameter: 323 mm
- Thickness: 3 mm
- Material: Topgraph 2000 graphite gasket

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

2027-02-05

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

WCBD3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)
NOTE: ONLY FIRM PRICES WILL BE ACCEPTED.
NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

NAME OF BIDDER: _____BID NUMBER: **WCGHIC0007/2026**

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

……

……Rand (in words);

R…… (in figures).

Item	FROM	AREA A TO D	TOTAL BID PRICE OF AREA
1.	Page 43	METRO REGION	R…… (VAT INCL)
2.	Page 47	EDEN AND CENTRAL KAROO	R…… (VAT INCL)
3.	Page 50	WEST COAST REGION	R…… (VAT INCL)
4.	Page 54	WINELANDS/OVERBERG REGION	R…… (VAT INCL)
TOTAL BID PRICE (INCL VAT) CARRIED FROM PRICE SCHEDULE SUMMARY (ITEMS 1 TO 4)			R……

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

2027-02-05

1)…… SIGNED 2)…… SIGNED

Western Cape Government

WCBD 4

PROVINCIAL GOVERNEMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), 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) by bid closing date.
4. It is advisable to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure that the compulsory schedules (included in this bid), i.e., WCBD4 and WCBD 6.1 and BBBEE certificate/affidavit are annually updated (before expiry) on the WCSEB.
5. 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.
6. 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.
7. **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;

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

2027-02-05

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"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.

"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;

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"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.

8. 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.

9. 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.

10. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

11. 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.

12. 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.

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

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

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WCBD 4

SECTION A: DETAILS OF THE ENTITY		
A1.	*CSD Registration Number* *IMPORTANT: PLEASE NOTE:*	**MAAA**.....
A2	*Name of the Entity*	
A3.	*Entity registration Number (where applicable)*	
A4.	*Entity Type*	
A5.	*Tax Reference Number*	

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

TABLE A

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

(if not enough space, attach additional pages)

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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 the public enterprise should first obtain the necessary approval (RWOPS), 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 the Institution? ***(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 "RWOP")***	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 connected with the bidder who are employees of the Institution as defined 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*)

(if not enough space, attach additional pages)

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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

(if not enough space, attach additional pages)

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 the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)*	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 understand the content of the document;

(iii) the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

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

……

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

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

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

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was 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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WCBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

1.10 "**EME**" is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 "**Firm price**" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from

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the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

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

1.13 "**non-firm prices**" means all prices other than "firm" prices;

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

1.15 "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

1.16 "**proof of B-BBEE status level contributor**" means-

(a) The B-BBEE status level certificate issued by an authorized body or person;

(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

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

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

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

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

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

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

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

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

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

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

2. GENERAL CONDITIONS

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

2.2 Preference point system for this bid:

(a) The value of this bid is estimated does not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

(b) The 80/20 preference point system will be applicable to this tender

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

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

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

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3. ADJUDICATION USING A POINT SYSTEM

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

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

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

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

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

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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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 table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

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

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

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

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

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

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-Contractor? .....

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

(i) whether the sub-Contractor is an EME or QSE? YES/NO (delete which is not applicable)

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

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10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……

10.2 AT registration number: ……

10.3 Company Registration number……

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

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

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

b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

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

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

f) The purchaser may, in addition to any other remedy it may have -

(i) disqualify the person from the bidding process;
(ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
(iv) forward the matter for criminal prosecution.

g) The information furnished is true and correct.

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

SIGNATURE(S) OF THE BIDDER(S): ……..

DATE: ……

ADDRESS: ……

WITNESSES:

1. ……

2. ……

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

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

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

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

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1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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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.

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

9. Packing

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

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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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 of the following materials, notifications, and information

pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

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DIRECTORATE: SUPPLY CHAIN
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BID OPENED 11:00

2027-02-05

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33.National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

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

2027-02-05

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

WCGHIC0007/2026: INSPECTION, RE-CERTIFICATION WHERE REQUIRED AND TESTING OF PRESSURE EQUIPMENT AT VARIOUS FACILITIES OF THE DEPARTMENT OF HEALTH AND WELLNESS: WESTERN CAPE GOVERNMENT IN ACCORDANCE WITH THE LATEST REVISION OF THE OHS ACT, 1993 FOR A THREE (3) YEAR PERIOD.

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DEPARTMENT (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 ....

_____ _____
for and on behalf of WCDOHW **Witness**

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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