RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL
REFERENCE: RCCH30/2025
ENQUIRIES: MR. GENGELBRECHT
RXH.BIDSDEPARTMENT@WESTERNCAPE.GOV.ZA

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

BID NUMBER: RCCH30/2025	**CLOSING DATE:** 26 JANUARY 2027	**CLOSING TIME:** 11:00 AM

FOR THE REMOVAL OF WET WASTE, RECYCLING OF WASTE, REMOVAL OF SCRAP METAL, AND THE DEEP CLEANING, SANITISING, AND MAINTENANCE OF ALL GREASE MANAGEMENT SYSTEMS (FAT TRAPS) AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (3) YEARS.

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

BID DOCUMENT TO BE DEPOSITED IN THE BID BOX SITUATED IN:	**THE FOYER, ADMINISTRATIVE BUILDING, MAIN ENTRANCE, RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL, KLIPFONTEIN ROAD, RONDEBOSCH, 7700.** The bid box will be accessible Monday to Friday from 07h30 till 15h30, 5 days a week excluding public holidays.
Compulsory Briefing Session	**RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL, MULTIFUNCTIONAL BOARDROOM** **DATE: 12 JANUARY 2027** **TIME: 11:00AM**

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. The bid box is open during business hours Monday to Friday from 07h30 till 15h30, 5 days a week excluding weekends and public holidays.

2. 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 will invalidate the bid.**

3. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number, and the closing date**. The envelope shall not contain documents related to any bid other than those indicated on the envelope.

4. **All Bidders must be 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.

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

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

Contractor to initial.....

6. **Mandatory OHS Act Section** 37(2) Agreement: Bidders are required to complete and submit the Department's OHS Act Section 37(2) Agreement with their bids. The agreement template is provided in the bid documents. Failure to submit a duly completed and signed agreement will render the bid non-responsive.

7. Only the B-BBEE status reflected **on form WCBD 6.1 included in the bid document** will apply to the evaluation of the relevant formal bids. Bidders are required to complete the attached **form WCBD4 and include it in the Bid document.**

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

9. Please refer to all technical/specification enquiries to Ms. Z. Ndevu by email: rxh.bidsdepartment@westerncape.gov.za

10. Bidders are required to submit the following documents in full as part of their bid submission. Failure to submit, fully complete and sign where applicable, may result in the bid being deemed non-responsive.

The required documents are as follows:

• WCBD 1 – The Bid
• General Conditions of Contract
• Occupational Health and Safety Agreement (Failure to submit a duly completed and signed agreement will render the bid non-responsive)
• WCBD 3.1 - Specification/your schedule of offers
• WCBD 4 – Declaration of interest
• Amended WCBD 6.1 – form to claim points as BBBEE contributor
• Sworn Affidavit – BBBEE Qualifying Small Enterprise
• BBBEE Certificate (valid original or certified copy)
• All certificates, licenses and required registrations
• All pages of the Bid Terms of Reference (ToR)

TO ENSURE FAIRNESS AND TRANSPARENCY, PLEASE TAKE NOTE OF THE FOLLOWING:

- A briefing session will be held 12 January 2027, at Red Cross War Memorial Children's Hospital at the **Multifunctional boardroom** at 11h00 am.
- All technical enquiries must be submitted no later than **14 working days** before the bid closing date.
- All enquiries will be acknowledged in writing. If needed, responses will be issued via addendum to all bidders.
- Clearly reference the relevant clause number in the specification when making an enquiry.
- All enquiries and responses must be in English.
- Only written enquiries sent via email will be considered.

Acting Deputy Director: Finance and Supply Chain Management

Mr. S. Ntsonkotha

Date: 26/11/2026

Contractor to initial.....

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:	**RCCH30/2025**	CLOSING DATE:	**26 JANUARY 2027**	CLOSING TIME:	11H00 AM
DESCRIPTION	**FOR THE REMOVAL OF WET WASTE, RECYCLING OF WASTE, REMOVAL OF SCRAP METAL, AND THE DEEP CLEANING, SANITISING, AND MAINTENANCE OF ALL GREASE MANAGEMENT SYSTEMS (FAT TRAPS) AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (3) YEARS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
THE FOYER, ADMINISTRATION BUILDING, RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL					
CORNER MILNER ROAD AND KLIPFONTEIN ROAD					
RONDEBOSCH					
7700					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr G Engelbrecht**	CONTACT PERSON	**Ms. Z. Ndevu**
TELEPHONE NUMBER	**ENQUIRIES IN WRITING ONLY**	TELEPHONE NUMBER	**ENQUIRIES IN WRITING ONLY**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**rxh.bidsdepartment@westerncape.gov.za**	E-MAIL ADDRESS	**rxh.bidsdepartment@westerncape.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA

Contractor to initial……

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of this bid that the tax affairs of all bidders must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet their tax obligations

In accordance with the current public procurement regulations:

1. Bidders must be registered on the Central Supplier Database (CSD) maintained by National Treasury.

2. The tax compliance status of bidders will be verified electronically via integration between the CSD and SARS. Therefore, bidders are not required to submit a physical Tax Clearance Certificate (TCC 003) with their bid.

3. Bidders who are found to be non-compliant on CSD at the time of bid closure, or evaluation will be granted **seven (7) working days** to resolve their tax compliance status with SARS. Failure to do so within the prescribed timeframe will result in disqualification.

4. In the case of joint ventures, consortia, or sub-contractors, each participating entity must be registered on the CSD and must be individually tax compliant. Tax status will be verified for each party through the CSD system.

5. Foreign bidders who are not registered on the CSD may be required to submit a valid Tax Clearance Certificate issued by SARS, if applicable, or provide proof of equivalent compliance from their home revenue authority.

6. Bidders are encouraged to ensure that their **CSD registration is active** and that all tax-related information is **accurate and up to date** before bid submission.

Please confirm that you are duly registered on the **Central Supplier Database.** **YES/NO**

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
AGREEMENT MADE AND ENTERED INTO BETWEEN THE DEPARTMENT OF HEALTH & WELLNESS (HEREINAFTER CALLED THE "WCDOHW")
AND
..... ,
(Supplier/Mandatary/Company/CC Name)
IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.
I, ..., representing
....as an employer
The Contractor acknowledges that it is an employer in its own right and will be responsible for compliance with the OHS Act and regulations while its employees, agents, or subcontractors are performing work for the Department.
I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.
COID ACT Registration Number: .....
OR Compensation Insurer: .....Policy No.: .....
The Contractor undertakes to:
Comply with the OHS Act, regulations, and all applicable safety standards during the execution of work.
Provide a written Health and Safety Policy applicable to the work performed.
Appoint in writing a competent person as defined in the Act to oversee health and safety compliance and act as liaison with the Department.
Conduct risk assessments relevant to the work, and provide method statements and safety plans where applicable.
ensure all employees are adequately trained on health and safety applicable to the work and provide proof of such training upon request.
I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.
I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at .....on the.....day of.....20....

_____ _____
Witness **Mandatary**

Signed at..... on the.....day of.....20 ....

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

1. Bid Conditions

Bidders are advised to read all the pages of this tender document carefully and to comply fully with all requests for information and documentation. Please acknowledge that conditions have been read and understood in the 'Comply' column by responding with either a 'Yes' or 'No' entry. Bidders are required to:

Condition	Comply Yes/No	Note
1. Complete all the documents and forms provided in this bid invitation document.		
2. Supply all the requested information.		
3. Have a table of contents and number each page of the bid submitted and all the supporting documentation (the entire bid) in the top right-hand corner of each page. The numbering system used in this tender SHALL be adhered to and the table of contents shall be accurate.		
4. Submit the bid in hard copy.		
5. Confirm in writing that the copy submitted is a true and complete reproduction of the original and contains all the annexures submitted to the Department.		
6. The bidder is to complete the bid response document by stating in the block opposite each subsection whether the bidder will comply or will not comply with the specifications in that subsection.		
7. A response of "Noted" SHALL be interpreted as "Comply" In addition, an explanatory note MUST be provided 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		
8. Bidders intending to submit a bid are required to physically attend the compulsory briefing session on the date, time, and venue specified by the Department. Attendance will be verified through the official attendance register. Briefing session details are as follows: 12 January 2027, at Red Cross War Memorial Children's Hospital at the **Multifunctional boardroom** at 11h00 am. **Failure to physically attend the compulsory briefing session will render the bid non-responsive and the bid will not be considered for further evaluation.**		
9. All additional supporting documentation that is returned as part of this tender MUST be given a document number that is marked on each page of the document.		
10. Bidders must complete all bid documents, schedules, and forms in the manner prescribed by the Department. Failure to complete the required information may result in the bid being regarded as non-responsive, where such omission materially affects the evaluation of the bid.		

WESTERN CAPE DEPARTMENT OF HEALTH & WELLNESS
RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL

THIS DOCUMENT SETS OUT THE SPECIFICATIONS FOR:
FOR THE REMOVAL OF WET WASTE, RECYCLING OF WASTE, REMOVAL OF SCRAP METAL, AND THE DEEP CLEANING, SANITISING, AND MAINTENANCE OF ALL GREASE MANAGEMENT SYSTEMS (FAT TRAPS) AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (3) YEARS.

BID NUMBER: RCCH30/2025

Name of Bidding Company:
.....

Name of Product Offered:
.....

Name of Bidder / Contact Person:
.....

Contact Number (Work): ..... **(Cell):** .....

Email Address: .....

Physical Address:
.....

IMPORTANT INSTRUCTIONS TO BIDDERS

1. Deviations from Specifications

- Bidders must clearly identify and provide full details of any proposed deviations from the specifications. Each deviation must reference the relevant paragraph or item number in the specification. Where the space provided is insufficient, the details must be submitted on a separate sheet clearly referenced to the relevant paragraph or item.
- The disclosure of a deviation does not constitute acceptance of that deviation by the Department. Deviations from mandatory requirements may render a bid non-responsive.

2. Supporting Documentation

- Bidders must submit all certificates, supporting documents and evidence specifically required by the bidding documents and specifications. Documents must be valid and applicable to the bidder and the goods or services offered, as relevant. Failure to submit mandatory supporting documentation may render a bid non-responsive, subject to the applicable procurement prescripts and bidding conditions.

4. Clarity and Legibility

- All information submitted must be clear, legible and unambiguous. Supporting documents must be appropriately labelled and cross-referenced to the relevant section, paragraph or item of the bidding documents.

5. Accuracy and Completeness of Information

- Bidders are responsible for ensuring that all information and supporting documentation submitted with their bids are accurate, complete and valid. Material inaccuracies, inconsistencies or misrepresentations may affect the evaluation of a bid and may result in the bid being found non-responsive or other appropriate action being taken in accordance with the applicable procurement prescripts and bidding conditions

FOR THE REMOVAL OF WET WASTE, RECYCLING OF WASTE, REMOVAL OF SCRAP METAL, AND THE DEEP CLEANING, SANITISING, AND MAINTENANCE OF ALL GREASE MANAGEMENT SYSTEMS (FAT TRAPS) AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (3) YEARS.		REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required
1.	**SCOPE OF SERVICES**	
1.1	**THIS SPECIFICATION ESTABLISHES THE REQUIREMENTS FOR THE REMOVAL OF WET WASTE, RECYCLING OF WASTE, REMOVAL OF SCRAP METAL, AND THE DEEP CLEANING, SANITISING, AND MAINTENANCE OF ALL GREASE MANAGEMENT SYSTEMS (FAT TRAPS) AT RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL FOR A PERIOD OF THREE (3) YEARS.** The service provider shall be responsible for: • Removal and appropriate disposal of wet waste, • Recycling of waste in accordance with applicable waste management requirements • Sorting, Collection and Removal of scrap metal on request • Deep cleaning and sanitising of all grease management systems (fat traps) • Maintenance of grease management systems including fat traps, gullies and drainage points, • Cleaning of extractors and filters, • Provision of labour (Waste Sorters) and waste handling support services, and • Provision of skips and containers.	
1.2	**Service Frequency** The frequency of the removal of all types of wet waste and recycling waste at Red Cross War Memorial Children's Hospital premises is to be performed on **Tuesdays & Fridays** between 07h00 am to 15h00 pm including public holidays. Deviation from these timeframes need to be communicated prior to the scheduled time frame • General waste and wet waste removal: **Tuesdays and Fridays (07h00–15h00)** • Recycling collection: **Tuesdays and Fridays (07h00-15h00)** • Scrap metal removal: **Upon request** • Kitchen fat trap: **Monthly** • Parents' accommodation fat trap: **Quarterly** • Cafeteria fat traps: **Monthly** **Deviation from the timeframes must be pre-approved.**	
1.3	**Requirements** The service provider will be responsible for the following: • Cleaning and disinfecting of general waste skip at own cost. *(No cleaning and disinfecting services to be performed on the hospital premises)* • Clean skip must be replaced on same day.	

	• Recycling waste must be separated and processed. • Service provider responsible for recycling revenue recovery and reporting. • Service provider responsible for scrap metal revenue recovery and reporting after requested service • Clean and sanitise fat traps	
1.4	**Quality Control** The hospital Contract Managers (**Support Services, Engineering and Asset Management**) will carry out regular inspections to monitor the standard of services rendered.	
1.5	**Penalties:** In accordance with paragraphs 21 and 22 of the General Condition of Contract (GCC), the Hospital is entitled to penalise the service provider for any delays in service delivery or non-performance of contract services within specified timeframes.	
2	**APPLICABLE LEGISLATION AND STANDARDS**	
2.1	***The successful bidder shall comply with all applicable legislation governing Waste Management, Environmental Protection, Occupational Health and Safety, Food Hygiene, Transportation, Disposal of Waste, and any other relevant municipal by-laws, and all regulations promulgated thereunder.***	
2.2	**Constitutional and Public Sector Legislation** • Constitution of the Republic of South Africa, 1996 • Public Finance Management Act (PFMA) • Preferential Procurement Policy Framework Act • Broad-Based Black Economic Empowerment Act	
2.3	**Environmental and Waste Management Legislation and Regulations** • National Environmental Management Act (NEMA) • National Environmental Management: Waste Act (NEMWA) • National Waste Information Regulations • National Norms and Standards for the Storage of Waste • National Norms and Standards for the Assessment of Waste for Landfill Disposal • National Norms and Standards for Disposal of Waste to Landfill	
2.4	**Occupational Health and Safety** • Occupational Health and Safety Act • General Safety Regulations • Hazardous Chemical Agents Regulations, 2021 • General Administrative Regulations	

	• Driven Machinery Regulations (where applicable) • Personal Protective Equipment requirements	
2.5	**Water and Sewerage Legislation** • National Water Act • Relevant City of Cape Town Water and Sanitation By-laws • Relevant municipal sewer discharge requirements **The service provider must ensure that no grease, oils or contaminants enter municipal sewer systems unlawfully**	
2.6	**Food Safety and Hygiene Requirements** • Foodstuffs, Cosmetics and Disinfectants Act • Regulations Governing General Hygiene Requirements for Food Premises, Food Transport and Related Matters	
2.7	**Transportation of Waste** • National Road Traffic legislation relating to transportation of waste • Any provincial and municipal waste transport requirements • Waste transport registration requirements where applicable	
2.8	**Labour Legislation** • Labour Relations Act • Basic Conditions of Employment Act • Employment Equity Act • Compensation for Occupational Injuries and Diseases Act (COIDA)	
Failure to comply with any applicable legislation, regulation, standard or lawful instruction issued by a competent authority may constitute a breach of contract and may result in corrective action, penalties, suspension of services, or termination of the contract.		
3	**MANDATORY COMPLIANCE DOCUMENTS (TO BE RETURNED)** ***Failure to submit mandatory documents will render the bid non-responsive.***	
3.1	WCBD 1 (Signed)	
3.2	WCBD 3.1 Pricing Schedule (firm prices)	
3.3	WCBD 4 Declaration of Interest	
3.4	WCBD 6.1 BBBEE Form	
3.5	BBBEE Certificate / Sworn Affidavit	
3.6	Valid CSD Registration (MAAA)	
3.7	General Condition of Contract. (No alterations are allowed)	
3.8	Occupational Health and Safety Agreement	
3.9	Letter of Good Standing with COIDA	

3.10	A Valid Legal and Public Liability Certificate (with value above R1 000 000)	
3.15	Material Safety Data Sheets (MSDS/SDS) for cleaning chemicals used	
3.17	Public Liability Insurance Certificate	
3.18	**Reference Letters** – Previous Experience Bidders are required to submit a reference letter(s) as proof of previous experience in providing services similar to those specified in this bid. The reference letter(s) must demonstrate the bidder's experience in the following service areas: • Collection, sorting and removal of scrap metal, • Cleaning, deep cleaning and maintenance of grease management systems, including fat traps, and • Collection, removal and appropriate disposal of general/wet waste and recycling of waste. Each reference letter must consist of the following: • Services rendered, • Indicate the period during which the services were provided, • Reference letters must not be older than five (5) years. • Reference letters must be specific to the relevant service category. • Must be on the issuing organisation's letterhead. • Must be signed. • Must indicate the number of years of experience for the relevant category. The submitted reference letters will be evaluated in accordance with the functionality evaluation criteria and scoring methodology provided in the bid document.	
3.19	A valid Proof of Authorisation to dispose of waste	
3.20	A valid permit to transport waste.	
3.21	A valid proof of registration with an approved landfill for safe disposal.	
3.22	After each waste disposal, the service provider must provide a Safe Disposal Certificate to the Support Services Manager	
3.23	Proof of registration as a treatment facility on Integrated Polluted and Waste information System (IPWIS).	
3.25	**The successful bidder will be required to submit its Operational Health and Safety (OHS) File, which shall be designed to ensure the health and safety of any persons involved in or affected by the management of this contract.** **This health and safety file should fully conform to the requirements of Occupational Health and Safety Act (OHS Act 85 of 1993) and the service provider shall ensure that all of its employees adhere to the requirements stipulated in its' health and safety plan. A description is to be provided of amongst others of all equipment, procedures, training, and other measures that will be taken to ensure the health and safety of all personnel providing the services or likely to be affected by the services provided.** **The Health and Safety File must have the following:**	

	Health and Safety File Contents	**Compliant, Yes or No**	
		YES	**NO**
	Health and Safety Plan		
	Health, Safety, and Environmental Company Policy		
	Contingency plan to be provided should company vehicles breakdown, skip replacements, staffing deficits, strikes and disasters.		
	Profile of on-site General Waste Sorters including replacements to be provided • The Valid Identity Documents of Employees or Work permits of foreign employees who will be assigned to conduct work at the Health Care Facility. • Must be able to work independently. • Must be able to communicate, read and write in at least two of the three official languages of the Western Cape • For temporary replacements, documents must be provided, prior to them being on site.		
	Drivers PrDP license.		
	Standard Operating Procedures and Risk Assessments for tasks to be performed.		
	File will be reviewed for acceptance and will be reverted back, if there are applicable amendments to be made.		
	Injury on Duty (IOD) procedure/ or safe work plan		
3.26	**The successful Bidder further undertakes to obey all applicable hospital rules and regulations whilst on hospital premises.**		
4.	**NOTE TO BIDDERS**	*REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"*	
4.1	The Bidder shall clearly state any parameter values or additional information as requested in the relevant clause;		
4.2	The Bidder shall provide a clear pricing schedule listing all the requirements and the associated pricing;		
4.3	All responses shall be clear and legible;		
4.4	All prices are to include VAT and are to be firm prices in Rand valid for 120 days. The Bidder shall state the period for which the firm price is valid;		
4.5	Details shall be supplied where asked. This detail shall be considered during the adjudication process		
4.6	Each offer shall be accompanied by a completed specifications document.		
4.7	Payment will take place **ONLY** once per month. The payment may be expected within 30 days of submission of the invoice at the end of the		

	month in which the service was provided.	
5.	**SPECIFICATIONS**	*REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"*
	NB: THE BID EVALUATION COMMITTEE (BEC) WILL REVIEW ANY DIFFERENCES OR EXCLUSIONS IDENTIFIED IN THE BID OFFER AGAINST THE REQUIREMENTS OF THE BID DOCUMENTATION AND DETERMINE WHETHER SUCH DIFFERENCE OR EXCLUSION IS MATERIAL TO THE REQUIREMENT. ***A MATERIAL DIFFERENCE OR EXCLUSION IS ONE WHICH WOULD MATERIALLY AFFECT FUNCTIONALITY, PERFORMANCE, RELIABILITY, SAFETY, INTENDED PURPOSE OR OPERATIONAL REQUIREMENTS.*** ***ANY DIFFERENCE OR EXCLUSIONS SHALL BE RECORDED AND MOTIVATED IN THE EVALUATION REPORT AND SHALL BE SUBJECT TO THE APPLICABLE SUPPLY CHAIN MANAGEMENT PRESCRIPTS AND DELEGATED AUTHORITY.*** ***THIS PROVISION DOES NOT AUTHORISE THE BEC TO INTRODUCE NEW EVALUATION CRITERIA OR TO MATERIALLY ALTER THE REQUIREMENTS OF THE BID AFTER CLOSURE***	
5.1	The successful service provider must supply 3 (three) labourers on the Hospital site, to perform the duty of Waste Sorters. The Waste Sorters must be of sober and diligent habits and are required to work from **Monday to Sunday inclusive of public holidays, starting 07h00 – 16H00.**	
5.2	The successful service provider to comply with the waste collection schedule, **Tuesdays and Fridays, between 07h00 am – 15h00 pm.** Inclusive of public holidays.	
5.3	The successful service provider to ensure that Waste Sorters operate from the Hospitals' Waste Depot.	
5.4	The successful service provider to ensure that the Hospitals' waste depot is deep cleaned and disinfected on a daily basis with a high-pressure hose, provided by the service provider that is compatible with the Hospital water connection. All disinfectant and cleaning products used will be provided by the service provider at no cost to the Hospital.	
5.5	Service provider to ensure that waste sorters wear appropriate safety gear, according to the Health & Safety Regulations, and must include appropriate safety boots, overalls, gloves, and respirators. The service provider should also ensure that employees are easily identified by their uniform and name tags depicting the company logo and name of their staff members.	
5.6	The service provider shall supply Personal Protective Equipment (PPE) to his/ her employees and provide training regarding the use, wearing and safe disposal of the PPE. Proof of training shall be made available to the Hospital and placed on file.	
5.7	The service provider must ensure that staff are fit by doing a pre-employment medical which includes immunization against Hepatitis B. Proof of the above should be provided at the commencement of the contract.	
5.8	All occupational health and safety incidents that may have been experienced during the day at the Hospital, are to be reported immediately to the responsible person. An incident report needs to be sent to the Hospital representative with the details of the incident and measures taken to prevent reoccurrence thereof. This report will be attached to the monthly General waste report.	
5.9	The service provider must comply with the Hospitals' Standard Operating Procedure for the management/procedure of injuries on duty involving	

	one of their staff members. This policy is obtainable on request. The service provider will be liable for any cost, where applicable.	
5.10	All employees shall be trained on the SOP's and Risk Assessments of the specific task (Collections and removal of general waste). Proof of training shall be placed on file and made available to the Hospital representative. **No untrained persons shall be allowed to carry out any work under this Contract.**	
5.11	The service provider shall ensure that all employees (whether permanent or temporary) are adequately insured.	
5.12	The service provider must provide replacement Waste Sorters within two hours after receiving notification that the allocated sorter is absent, sick, or for any other reason not able to carry out their duty on site.	
5.13	The Waste Sorters are required to continually reduce waste by means of efficient recycling of plastic, all types of broken glass and solid glass, tin cans, paper, and cardboard, by making use of the provided 200L wheelie bins, which must be collected and disposed of by the service provider. The Waste Sorters are responsible for cleaning and disinfecting the wheelie bins after use.	
5.14	The Waste Sorters are responsible for maintaining optimum neatness and hygiene of the designated waste area and the immediate area outside the waste area perimeter at all times.	
5.15	The Waste Sorters are not to move around clinical areas and administration spaces within the hospital, since they do not perform any function inside these areas. Toilet and refreshment facilities are provided in an adjacent building outside the main hospital building.	
5.16	The Waste Sorters are responsible for opening, flattening and sorting all cardboard boxes.	
5.17	The service provider must provide sorters to separate the scrap metal to the respective types of metal for weighing purposes.	
5.18	The service provider must provide personnel for the deep cleaning, sanitizing, and maintenance of all grease management systems, including, fat traps, sludge catchers, floor drains, gullies, fat-carrying lines, extractors and filters.	
5.19	**Grease Cleaning Service Areas and Equipment** **Location** / **Capacity** / **Additional Components** Main Kitchen / Fat Trap – 1000L / 5 Floor Drains, 7 Canopies Cafeteria / Fat Trap – 80L (Exterior), 50L (Interior) / 1 Floor Drain, 1 Canopy Mothers Accommodation / Sludge Catcher – 1500L / 1 Floor Drain, 1 Gulley, 1 Canopy	
6	**The successful service provider will be required to supply the following:**	
6.1	Service provider shall provide one battery deposit bin compatible to dispose of AA and AAA batteries.	
6.2	Four (4) x 25L Composting bucket with lid for food disposal	
6.3	One (1) nine cubic meters ($9m^3$) lockable skip for scrap metal.	
6.4	One (1) thirty-five cubic meter ($35m^3$) skip for the sorting of general/wet	

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	waste	
6.6	One ton 20 portable metal stands with wool bags.	
6.7	The service provider is responsible for the prompt and regular removal of all recycling waste that is retrieved from general waste. This must be sold for profit, and all earnings must be paid to the hospital every month. Rebates to be sent to the Hospital, finance department.	
6.8	The service provider is responsible for the prompt and regular removal of all scrap metal that is retrieved. This must be sold for profit, and all earnings must be paid to the hospital. Rebates to be sent to the Hospital, finance department.	
6.9	Accountable statistics regarding the above-listed categories of recycling must be submitted to Hospital Management on a monthly basis. These statistics must reflect the relevant volumes, recovery prices per unit weight, and the monies duly recovered for the Hospital in this regard. The service provider must furnish the Hospital with a monthly invoice.	
6.10	The service provider must provide one (1) Industrial standing scale, as a placement, to be used for the weighing of waste for the duration of the contract. The scale must have a minimum weighing capacity of 300kg. A calibration report must be submitted to the Hospital every six months. Detailed specifications for the scale to be placed at Red Cross War Memorial Children's Hospital • Electrical scale • The successful bidder will be responsible for the calibration of the scale – Including the servicing and maintenance as required • Calibration certificate needs to be provided to the institution • Platform size +/- 400 mm x 500 mm • Selectable automatic shut off time • Platform scale electronic - minimum weight +/- 300 kg	
6.11	Any abnormalities, discrepancies, or problems on-site must be immediately reported by the Waste Sorters to the Support Service Manager.	
6.12	During any staff change, the successful service provider must provide proof of training for new staff employed.	
6.13	The service provider must comply with the International Standards Organization, specifically ISO 14000, regarding the handling and management of waste recycling. Or any applicable requirement in line with the service to be rendered.	
7	**TRANSPORT**	*REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"*
7.1	The service provider will provide all suitable and approved transport necessary for the delivery of the service and will be fully liable for the conveyance of these services to the Institution.	
7.2	Transport of general waste to be done in a manner which minimizes contact with patients and visitors.	
7.3	Drivers of the vehicle must be properly licensed and trained.	
7.4	The service provider shall transport all waste from the Collection Points at the hospital to the authorized landfill in accordance with the requirements of the National Road Traffic Act (Act 93 of 1996) and the National Road	

	Traffic Amendment Act, 1998 (Act No. 8 of 1998). The service provider shall at all times observe the required health and safety measures.	
7.6	The service provider must collect the general waste from the Hospital, according to the agreed collection schedule, if it is not possible the service provider must do so within 48 hours of the scheduled collection date.	
7.7	The following information must be available on the service providers' collection waste manifest: - Date - Time of collection - Name of department and facility where the collection is being made - Location / site (address) - Quantity and Type of waste removed - Weight of the waste - Bin number(s) - Driver's name (as indicated on the driver's licence) - The registration number of the vehicle collecting all types of waste - The manifest/ consignment number must link up with the weighbridge certification which must in turn link up with the invoice/statement.	
7.8	The waste manifest must be in accordance with legislation	
7.9	Monthly stats of what has been taken from the institution must be provided to the Hospital	
8	**LIABILITIES AND INDEMNITIES**	*REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"*
8.1	All penalties are as per the GCC.	
8.2	Public Liability Insurance Certificate must be submitted prior to award of bid. The service provider shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of their employees when they provide any services to the Western Cape Government in terms of the bid and act within the course and scope of these duties and employment.	
8.3	The service provider shall indemnify and hold harmless the Department against any claims, damages, losses, liabilities, or expenses arising from damage to or loss of property belonging to the Western Cape Government or any third party as a result of the service provider' acts, omissions, negligence, or performance of the services.	
8.4	The service provider must obtain Public Liability Insurance at his own cost. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a condition of this bid that the service provider must submit proof of its Public Liability Insurance with their bid offer. Any non-compliance with this condition will render the contract award null and void.	
8.5	The service provider will indemnify the Hospital against all claims or losses arising out of the under-mentioned during the execution of any part of this contract whether on the hospital premises or otherwise.	

	i. Loss, damage, wear and tear occurring to the service providers' property. ii. Loss, accident, injury, or death to any person in the employ of the service provider or third party for whatever reason. iii. Loss or damage of any property legally on Hospital premises, which is not the property of the Western Cape Government iv. (If proven,) the service provider will further undertake to reimburse the hospital within 30 days of presentation of a claim by the hospital against the service provider for the under-mentioned occurrences as well as those listed under 19 (v) to 19 (vii) during the execution of any part of this contract whether on hospital premises or otherwise. v. Loss or damage to hospital equipment vi. Loss or damage to any hospital buildings, roads, gates, walls, and fences. vii. Loss or damage to any hospital property	
8.6	The service provider further undertakes to obey all applicable hospital rules and regulations whilst on hospital premises.	
9	**CONTINGENCY PLAN (BACK-UP ARRANGEMENTS)**	*REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW Add comments or attachments as required"*
9.1	The service provider will be required to submit for backup arrangements to nominate the backup authorised Plant/ landfill to be used for the destruction of all types of waste for the duration of the Contract. Should the nominated Plants/landfill at any time during the Contract become a non-viable option for whatever reason, the service provider is required to inform the Department in writing within 14 days of the occurrence and is also required to immediately nominate an alternative fully compliant waste Plant as its backup facility. Failure to do this will be considered to be a Service Failure.	
9.2	**The service provider must submit a detailed and comprehensive contingency plan covering the following but not limited to**	
9.2.1	• Back-up for all types of waste treatment plants/arrangements • Back-up storage for all types of waste • Back-up vehicle arrangements • Back-up arrangements in the event of any labour unrest/strikes - unforeseen utility interruptions (power supply/outage, water supply) • Back-up for the reduced workforce (e.g., pandemic outbreak.)	

	• When back-up operations are going to occur outside of the service provider's responsibilities, signed letters and agreements must be submitted for the above requirements as proof that contingency plans are in place.	
10	**BRIEFING SESSION**	**REPLY: COMPLY/DOES NOT COMPLY IN THE BOXES BELOW** Add comments or attachments as required"
8.1	**A COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING DETAILS:** **Venue:** Red Cross War Memorial Children's Hospital, Multifunctional Boardroom **Date:** 12 January 2027 **Time:** 11:00am Bidders must ensure to meet at Multifunctional Boardroom before **11:00 am** and are reminded that **no access will be permitted if late.**	
8.2	Any bidder who reports to the site meeting after mandatory time will not be allowed in.	

EVALUATION OF BIDS:

This bid will be evaluated in the following stages;

- Stage 1: SCM Compulsory requirement and Compliance to Technical Specification
- Stage 2: Functionality Evaluation
- Stage 3: Preferential Procurement Evaluation

Stage 1: SCM Compulsory requirements and Compliance to Technical Specification

This evaluation is based on compliance to the SCM requirements which includes, among others, registration on the Central Database, submission of bids in time, submission of all required documents. All bids that fail to meet the requirement will be disqualified from further evaluation at this stage.

Stage 2: Functionality Evaluation

Bidders that are compliant in stage 1, move on to stage 2 of the evaluation process which consist of Evaluation according to Functionality criteria. The below is the criteria used for the functionality evaluation:

1 – POOR 2 – FAIR 3 – AVERAGE 4 – GOOD 5 – EXCELLENT

#	Criteria: Functionality	Weight	Score
1	**Experience**		
1.1	Reference Letter demonstrating experience in: • Collection, sorting and removal of scrap metal All the following details are required for the reference letter to be considered valid: • Services rendered, • Indicate the period during which the services were provided, • Reference letters must not be older than five (5) years. • Reference letters must be specific to the relevant service category. • Must be on the issuing organisation's letterhead. • Must be signed.	**20**	**100**

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	• Must indicate the number of years of experience for the relevant category. 1 Year experience = 1 2 Years experience = 2 3 Years experience = 3 4 years experience = 4 5 + years experience = 5		
1.2	Reference Letter demonstrating experience in: • Cleaning, deep cleaning and maintenance of grease management systems, including fat traps All the following details are required for the reference letter to be considered valid: • Services rendered, • Indicate the period during which the services were provided, • Reference letters must not be older than five (5) years. • Reference letters must be specific to the relevant service category. • Must be on the issuing organisation's letterhead. • Must be signed. • Must indicate the number of years of experience for the relevant category. 1 Year experience = 1 2 Years experience = 2 3 Years experience = 3 4 years experience = 4 5 + years experience = 5	**30**	**150**
1.3	Reference Letter demonstrating experience in: • Collection, removal and appropriate disposal of general/wet waste and recycling of waste. All the following details are required for the reference letter to be considered valid: • Services rendered, • Indicate the period during which the services were provided, • Reference letters must not be older than five (5) years. • Reference letters must be specific to the relevant service category. • Must be on the issuing organisation's letterhead. • Must be signed. • Must indicate the number of years of experience for the relevant category. 1 Year experience = 1 2 Years experience = 2 3 Years experience = 3 4 years experience = 4 5 + years experience = 5	**50**	**250**
	Total	**100**	
	*Minimum Threshold	**70%**	
NB! Bids that score less than the minimum threshold of **70%** functionality will not be considered for Stage 3 valuation.			

Stage 3: Preferential procurement evaluation

Qualifying bids will further be evaluated according to the preferential procurement system on the basis of 80:20 point systems.

Contract Performance and Contract management

The service provider shall be required to enter into a Service Level Agreement with the Hospital.
A monthly control checklist will be used by Red Cross War Memorial Children's Hospital to monitor work effectiveness in order to effect monthly payment to the contractor.

A representative of the contractor shall visit the hospital every 2 weeks to accompany a designated Red Cross War Memorial Children's Hospital staff member on inspections The General Conditions of Contract apply in this bid.

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: RCCH30/2025**
Closing Time: 11H00am	**Closing date: 26 January 2027**

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.
(VAT INCLUSIVE – Bid Price In RSA Rands)

IMPORTANT NOTE:

- Bidders must provide a monthly price for each of the three (3) main service categories listed in this pricing schedule.
- The monthly price for Year 1 must include all costs associated with the provision of the relevant service, including labour, equipment, materials, transportation, disposal fees, consumables, overheads and any other applicable costs.
- Bidders must indicate the total contractual price for each of the three (3) years, as well as the grand total for the entire three-year contract period.
- All prices must be VAT inclusive, firm and quoted in South African Rand.
- No additional costs or charges outside the prices quoted in this schedule will be accepted unless expressly provided for in the contract.
- The bidder must ensure that all applicable costs required to fulfil the specifications are included in the pricing submitted.
- Any rebates or revenue recovered from the sale of recyclable materials and scrap metal payable to the Hospital must be accounted for separately and must not be deducted from the service prices quoted below.

#	DESCRIPTION OF SERVICE	MONTHLY PRICE – YEAR 1 (VAT INCLUSIVE)	TOTAL YEAR 1 (VAT INCLUSIVE)	TOTAL YEAR 2 (VAT INCLUSIVE)	TOTAL YEAR 3 (VAT INCLUSIVE)
1	**General/Wet Waste Removal and Recycling Services:** Including general and wet waste collection and removal, recycling, provision of waste sorters, skips, containers, waste handling equipment, waste depot cleaning, and provision and placement of a standing scale with a minimum weighing capacity of 300 kg, including six-monthly calibration, for the duration of the contract, and all associated services as specified in the bid document.	R.....	R.....	R.....	R.....

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2	**Scrap Metal Collection, Sorting and Removal:** Including the provision of labour, sorting, weighing, collection and removal of scrap metal upon request, including all associated transportation and handling costs as specified in the bid document.	R.....	R.....	R.....	R.....
3	**Grease Management Systems – Cleaning, Sanitising and Maintenance:** Including all fat traps, sludge catchers, floor drains, gullies, fat-carrying lines, extractors and filters at the designated Hospital locations, in accordance with the required service frequencies and specifications.	R.....	R.....	R.....	R.....
	TOTAL PRICE (INCLUDING VAT)		**All services Total Price Year 1** R.....	**All service Total Price Year 2** R.....	**All services Total Price Year3** R.....
TOTAL CONTRACT PRICE FOR A THREE-YEAR PERIOD (INCLUDING VAT) R.....					

Enquired by: **RED CROSS WAR MEMORIAL CHILDREN'S HOSPITAL**

- At: KLIPFONTEIN ROAD
  RONDEBOSCH
  CAPE TOWN, 7700

- Brand and model .....

- Guarantee period .....

- Country of origin .....

- Does the offer comply with the specification(s)? *YES / NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....
  *Delivery: Firm / not firm

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

Western Cape Government

PROVINCIAL GOVERNMENT WESTERN CAPE
DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

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

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

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

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

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

6. **Definitions**

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

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

"business interest" means -

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

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

"Controlling interest" means, the power, by one person or a group of persons holding the majority ofthe 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 ActivitiesAct, 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 ofthat other person or for the benefit of another person., in order to act personally or by influencinganother 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 doanything. 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 butexcludes 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, includinga 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 representativeor agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means –

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

"Provincial Government Western Cape (PGWC)" means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his orher life partner or permanentcompanion.

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 officialcapacity) 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 ofstate 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 withan organ of state.

7. 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.

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

9. 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.

10. 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'ssupply chain management system and or committed fraud or any other improper conduct inrelation to such system.

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

11. Communication between partners in a joint venture or consortium will not be construed as collusivebidding.

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

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	*MAAA*
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

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

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

31 May 2022

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 DEPARTMENTOR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibitedfrom 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 forTender Defaulters" or submit your written request for a hard copy of the Register to facsimile number(012) 326 5445.)*	NO	YES

C5.	If yes to C3 or C4, were you informed in writing about the listing on the database ofrestricted 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 fiveyears 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 fiveyears on account of failure to perform on or comply with the contract?		NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, ...hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I have read understand the content of the document;

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

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

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

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

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

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

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

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

..... SIGNATURE FULL NAMES

Commissioner of Oaths

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

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

Business Address: .....

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

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

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

(delete whichever is not applicable for this tender).

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

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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 purchaser.

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**

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

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



or



or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

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

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

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

6.4 A **QSE that is at least 51% black owned (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 5

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 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

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

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

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

10.DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number:.....

10.4 TYPE OF COMPANY/ FIRM

□ Partnership/ Joint Venture/ Consortium

□ One-person business/ sole propriety

□ Close corporation

□ Public Company

□ Personal Liability Company

□ (Pty) Limited

□ Non-Profit Company

□ State Owned Company

[SELECT APPLICABLE ONE]

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

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

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

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

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (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 9.4 (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% 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;
- (j) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (ii) 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
- (iii) 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. .....

1 I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:
(i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
(ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name	
Trading name	
Registration number	
Enterprise address	

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

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

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.
5.The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

_____
Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

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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.

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information

pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

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

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

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

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

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

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.

17. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the

enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will

not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. 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.