

#### WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS

BID NUMBER: WCGHIC0001/2024

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

19 JULY 2024

## **REVISED PROCUREMENT DOCUMENT ADDENDUM 2**

This addendum forms part of the bid document. Each respondent is required to acknowledge receipt and acceptance of the amendments and additions contained in this addendum and to submit the completed:

Record of Addenda to bidding document (WCGHIC0001/2024) with their bid submission.

## **ADDENDUM 2 REFERS:**

# CONTRADICTION ON PAGE 32 (ITEM 3.5.5) AND PAGE 33 (ITEM 5.1). ITEM 5.1 TO BE DELETED.

ADVERTISED VERSION FOR BID - PART 2 - SECTION 5 - HANDOVER OF THE EXISTING SYSTEM - CONTRADICTION ON PAGE 32 (ITEM 3.5.5) AND PAGE 33 (ITEM 5.1). ITEM 5.1 TO BE DELETED.

#### municipal water by-law; and

- 4.3.4 any laws not in force at the starting date which take effect retrospectively.
- 4.4. Notwithstanding the above, the Contractor shall be responsible for all reporting to the local municipality in terms of the water services intermediary agreement between them and the Department. The Contractor further undertakes to assist the Department using their reasonable best endeavours and shall co-operate in good faith to apply for and procure the fulfilment of these clearances, to the extent required, where not yet already in place and where necessary, but the Contractor shall in no way whatsoever be responsible for any failure to obtain any required clearance and the Contractor does not guarantee that any clearances so required will be granted.
- 4.5. The Contractor undertakes to provide information to the Department and water and sanitation, as set out in the water use license issued by them.

#### 5. HANDOVER OF THE EXISTING SYSTEM

- 5.1. The Department shall hand over the existing system to the Contractor as soon as possible after the starting date and by no later than 4 weeks thereafter. Within 14 days of the access date, the Department and the Contractor shall both sign off the Access Site Certificate.
- 5.2. The Contractor will commence with the upgrades as soon as reasonably possible after the access date. It is specifically recorded that The Contractor will not be held accountable for delays in the completion of the upgrades due to unforeseen circumstances or due to external factors outside the control of the Contractor, such as the delay in obtaining any required clearances.





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AMENDED VERSION 1 FOR BID - PART 2 - SECTION 5 - HANDOVER OF THE EXISTING SYSTEM - CONTRADICTION ON PAGE 32 (ITEM 3.5.5) AND PAGE 33 (ITEM 5.1). ITEM 5.1 THAT WAS DELETED FROM THE BIDDING DOCUMENT.

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

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

#### 5. HANDOVER OF THE EXISTING SYSTEM

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

#### 6. UPGRADES

- 6.1. The Contractor will have the right, at its own cost and sole discretion, to install the upgrades at the site which will be indicated on a programme delivered to the Department before any work commences.
- 6.2. Following the installation of upgrades, the Contractor shall provide the Department with a plant upgrade certificate, which will, inter alia, contain:
  - 6.2.1. the specifications of the **upgrade**(s),
  - 6.2.2. a detailed description of the upgrade(s),

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

Applicable amendments to the Bid document are as follows:

# CONTRADICTION ON PAGE 32 (ITEM 3.5.5) AND PAGE 33 (ITEM 5.1). ITEM 5.1 TO BE DELETED.

Replaced with above indicated Amendment 1. (amended bidding is attached as proof)